



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, JULY 25, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. MAYOR'S AWARD

4. PRESENTATIONS:

A. Kids Korner Playground check presentation to the City by Caroline VanDyken.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held June 13, 2016

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Estep Construction, Inc. for the Lake Griffin Stormwater Improvement project for an amount not to exceed \$440,119.55; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Lenard Bell Painting, Inc. for interior and exterior painting, stucco repairs and expansion joint rehabilitation to the Leesburg Gymnasium for an amount not to exceed \$47,545.00; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a three year services agreement with Hewlett Packard, Inc. (HP) for Managed Print Services (MPS); and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a professional services agreement with CPH, Inc. for design services related to the West Leesburg Neighborhood Resource Center for an amount not to exceed \$127,683.00; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Kenneth Boyer Homes, Inc. for the rehabilitation of two (2) private residences located on Woodland Boulevard damaged due to a waste water utility failure for an estimated amount not to exceed \$80,000.00; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order No. 5 with Jones Edmunds for professional engineering services preparing a Waste Water Model for the City's waste water system for an amount not to exceed \$98,972.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Utility Easement from B & D Self Storage, LLC, to the City of Leesburg, Florida, for property lying in Section 6, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (CR 466A, Villages of Fruitland Park)
2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Utility Easement from Kyron T. Littles to the City of Leesburg, Florida, for property lying in the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (1408 Pembroke Dr)
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne Grant from the U.S. Department of Justice (JAG) to supplement costs associated with the purchase of department equipment; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2015-16 budget for the Wastewater Fund for the Third Quarter; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an easement agreement among the City of Leesburg, Lake County, and Tom Hofmeister and Dawn Hofmeister, for the

purpose of creating a conservation easement and an ingress egress easement in connection with the proposed Elderfire Lodge project; and providing an effective date.

6. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a Public Sidewalk Easement from First Baptist Church of Leesburg Inc. to the City of Leesburg, Florida for property located in the vicinity of 13th Street and High Street, Leesburg, Florida; and providing an effective date.
7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2016-17 to the Lake County Property Appraiser; and providing an effective date.
8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to create a Senior Code Enforcement Officer (Police Department) position by reclassifying a current Code Enforcement Officer; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

- A. First reading of an Ordinance of the City of Leesburg, Florida, Amending Chapter 10.5 of the Code of Ordinances dealing with Flood Damage Prevention and Protection.
- B. First reading of an Ordinance of the City of Leesburg Florida, creating Section 7-170 of the Leesburg Code of Ordinances, requiring electrical power be connected to any residential dwelling unit / prohibited uses of generators.

7. INFORMATIONAL REPORTS: None

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, JUNE 13, 2016**

The City of Leesburg Commission held a regular meeting Monday, June 13, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Mayor Jay Hurley started the meeting with a moment of silence for the Victim, Families, and First Responders of the Pulse shooting tragedy this past week in Orlando.

Mayor Jay Hurley gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

MAYOR'S AWARD:

Mayor Hurley presented Fire Chief David Johnson with the Mayor's Award for not only his outstanding dedication to the City, but also for his work with the Drum Line of approximately 40 kids. Chief Johnson works with these kids in a teaching, team player, role model position and shows his care for our community.

PRESENTATIONS: None

CONSENT AGENDA:

Items pulled for discussion

5.B.4 - Acceptance of the proposal submitted for Request for Proposal 160372 Splash Pad Design Build;

5.C.4 - Month-to-month lease agreement with DRJ Silver Lake Holdings, LLC; and

5.C.9 - Contract between the Leesburg Community Development Corporation, Inc., and the City of Leesburg for donation of properties.

Commissioner Christian moved to adopt the Consent Agenda except for 5.B.4, 5.C.4, and 5.C.9 and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

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Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Regular meeting held May 23, 2016

Regular meeting held April 11, 2016

Regular meeting held February 8, 2016

PURCHASING ITEMS:

Purchase of new Supervisory Control and Data Acquisition (SCADA) software system for the water, waste water, and gas utilities.

Purchase request for services related to the installation, implementation, and configuration of new SCADA system software to Vyper Automation, LLC under an existing master agreement.

RESOLUTION 9806

Resolution of the City Commission of the City of Leesburg, Florida approving the Final Ranking of Firms responding to Request for Qualifications 160263 - Architectural Services for the West Leesburg Neighborhood Resource Center; and providing an effective date.

RESOLUTION 9807

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from GRE Properties Leesburg, LLC, to the City of Leesburg, Florida, for property located in the vicinity of Edgewood Avenue and S. Chester Street, Leesburg, Lake County, Florida; and providing an effective date.

RESOLUTION 9808

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from Annette M. Bumbarger, to the City of Leesburg, Florida, for property located at 1106 Seminole Avenue, Lake County, Florida; and providing an effective date.

RESOLUTION 9809

Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from Cynthia L. Hawthorne, to the City of Leesburg, Florida for property located at 502 S. 12th Street, Lake County, Florida; and providing an effective date.

RESOLUTION 9810

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a fixed unit price agreement with Osmose Utilities Services, Inc. for the inspection and treatment of wood utility poles; and providing an effective date.

RESOLUTION 9811

Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to create three positions; an Office Specialist, Administrative Assistant I, and a Building Inspector II in the Building Permits Fund; and providing an effective date.

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RESOLUTION 9812

Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities, and Programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2016; Approving the rate of Assessment; Approving the Assessment Roll; and providing an effective date.

RESOLUTION 9813

Resolution of the City Commission of City of Leesburg, Florida authorizing signatories as required by Ameris Bank to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg; providing a sample of said individuals signature; and providing an effective date.

ADOPTED RESOLUTION 9814 APPROVING ACCEPTANCE OF THE PROPOSAL SUBMITTED FOR REQUEST FOR PROPOSAL 160372 SPLASH PAD DESIGN BUILD

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA APPROVING ACCEPTANCE OF THE
PROPOSAL SUBMITTED FOR REQUEST FOR PROPOSAL 160372
SPLASH PAD DESIGN BUILD AND DIRECTING STAFF TO
NEGOTIATE WITH THE SOLE RESPONDENT WISEMAN
VENTURES; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck stated there was an article in the newspaper that drew some attention and he just wanted to make sure the public knows this project is not underfunded. That was the opinion given that because it was a design build they did not think the city had budgeted enough, but the city has plenty of money and is going to build the splash pad. He also stated with only one bid, he wants to make sure staff is comfortable, the bidder had completed one splash pad at a Disney Resort, but he just wants to make sure staff verified their qualifications.

Purchasing Manager (PM) Mike Thornton stated yes, Mr. Wiseman, from Wiseman Ventures, did give him the contact information and he did speak with T&G Constructors, the prime on the project at Disney and he did confirm that they did a great job; completed everything, all the work was on time and on budget.

Commissioner Bone asked about a central feature.

PM Thornton stated there are two sets of renderings and one option does show a central feature; the really tall yellow flower. He asked the Commission to keep in mind that this

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definitely is not the final design and if approved tonight, staff will meet with the contractor and Water Play, the manufacturer, to come up with a final design on the splash pad.

Commissioner Bone stated he understands operating within in a budget to provide a product or this park, but for him, if this is all we can get for what we are budgeting, then frankly, he is a little bit disappointed. He is not opposed to it, but starts to question the value of the project as a whole versus spending a little more money to get something that is going to provide a little more play for the kids.

CM Minner stated there is about \$300,000 budgeted for the splash pad and staff is kind of teetering on how best to move forward with that in terms of what kind of play apparatus goes in there. One concept showed a bunch of smaller play apparatus all spread out and then the big center piece, the tree, is represented in the Option 2 picture. Staff does feel very confident about his abilities and the pricing we received, but would like to go back and negotiate with the contractor. We want to make sure we have a finished product that everybody is happy with and what we would like to do tonight is to get this contractor on board, get that executed, which gives us the ability to talk and negotiate with them a little bit to come up with a final design. We would like to stick with our budget of \$300,000, but would also like a little bit of flexibility that if we need to go over, say \$350,000 or \$375,000, we can to maximize the play equipment.

Commissioner Bone stated an example with a different kind of concept that is very simple, like at City Walk, they just have little founts that come out of the ground, no apparatus at all, just a lot of water shooting up out of the ground and it provides more coverage of water for a larger number of kids to play in at a time. He is not saying get rid of the apparatuses, but the different kind of concept would be just to have a lot of holes shooting water everywhere up out of the ground.

Public Works Director (PWD) DC Maudlin stated when he and Recreation Director (RD) Travis Rima looked at this, their first reaction was there is too much space and not enough stuff happening and just some squirters out of the ground is one of the things they talked about. Maybe trade a little bit of concrete for some squirters and he thinks we can come up with a really good solution fairly easily.

Mayor Hurley stated we are kind of on the tail end of this thing with Tavares being the first to do it who obviously had great success and interest with the children, and then Eustis was able to do one this year. Every time we have had this conversation, it is well we are going to be later than everybody, but ours is going to blow them away and they all have themes. He thought this was sent to the committee to come up with a theme. Tavares, as the seaplane city, their water splash pad is airplanes; and this, this is a flower.

PWD Maudlin stated we asked in the proposal for a central feature, something that would connect the existing playground with the splash pad. If looking at the existing playground, which is almost there, except for an alligator and a turtle, there is a little bit of a theme; not a real strong theme, there is no pirate ship, no airplane, but it is a playground and it has a lot of different activities, with a lot of different play stations. We want to make sure the splash pad is compatible with that.

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Mayor Hurley stated kids are going to want something they can climb, stand in, and shoot water down at their buddies. In his opinion, this is just walking around concrete with a water hose.

Commissioner Dennison stated we are going to have to accommodate more kids and she also was really disappointed when she saw this.

PWD Maudlin stated the contract for the Eustis splash pad was \$655,000. Commissioner Robuck stated that was the cost of their total project; the splash pad was \$450,000.

PWD Maudlin stated for \$450,000 they got a boat and a couple little items squirting out water as a central feature. Mayor Hurley stated yes, and we have a flower.

CM Minner stated he thinks we need to get the design built concept going and has PWD Maudlin mentioned there are a bunch of items we can trade out, central features, the number of features, or minimize size of the pad, so now we have to take all these things and massage them. To do that, we need the contractor on board and that is what staff is asking you for tonight.

Mayor Hurley stated already three Commissioners have openly said this is not really what we are looking for and we do know we are going to have to make an adjustment in the budget. So, if we budget it at a higher number would that change the dynamics for bidding this out; would there be more people interested in bidding because it is a bigger playground with more activity?

PM Thornton stated obviously increasing the budget may change the level of participation, but of the responses received only one made a comment about the budget amount. The others comments were they do not do a design build because they do not want to commit the resources needed to submit a proposal. He thinks what we really need to do is work with the contractor, come up with a couple designs and see where that puts us.

Commissioner Christian stated we have someone from Leesburg who bid on this project and we can select him tonight to move forward with staff and bring back a couple of designs for our review. If we approve we move forward or if we are totally against the designs, then we can re-bid it with the understanding that it may take another year to get a splash pad built. He thinks every time we change direction we are just kicking the can down the road an extra six months. If we want to compete with Orlando, Eustis, or Tavares then you have to spend the money, so now the budget goes from \$300,000 to \$500,000, but we have to be realistic; we cannot give staff \$300,000 to work with and come back and want a \$500,000 splash pad and wonder why it is taking so long to get it built.

Commissioner Robuck stated prices are going up and there may be a shortage of this type of equipment because splash pads are going in all over the country.

CM Minner stated we could have had a more complicated design on the splash pad where we fully designed it and picked out equipment, but then our engineering and design cost would have gone up. Staff recommended the design build approach so we could kind of

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insure that our funds go towards construction and we did that for money sake, for brevity sake to speed it up and to get some flexibility in design. What tonight does is gives us the ability to sit down with the contractor, iron out these final design applications with the size of pad, types of equipment, center piece of equipment, formulate more of a number and then the Commission will see more of a finished product before you execute it. If at the end of that process, we bring you back something you do not like, we start again.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 9815 TO EXECUTE A MONTH-TO-MONTH LEASE AGREEMENT WITH DRJ SILVER LAKE HOLDINGS, LLC

Commissioner Bone introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A MONTH-TO-MONTH LEASE AGREEMENT
WITH DRJ SILVER LAKE HOLDINGS, LLC, FOR REAL PROPERTY
LOCATED AT 9020 US HIGHWAY 441; AND PROVIDING AN
EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Bone stated the new parking lot is coming along, and he sees the Jenkins group is present. He understands Jenkins is purchasing Nissan and asked how this will relate to the Poe Street property as far as parking vehicles. He feels comfortable with this being a month to month lease, as that way we can continue to market the property. He is a little disappointed that the new parking lot does not have more trees and asked if something can be done there with some landscaping. He stated it is great having the dealerships in town, happy to see the improvements, and he does not want them going anywhere else, but at some point it seems like the storage of vehicles becomes more a storage of vehicles than it is related to the day to day sales of vehicles on the lot.

Tom Formanek, president/CEO/managing partner of Jenkins Automotive group, stated yes, they can put in some trees and landscaping, that is not a problem and a very small request that would actually make it look much better. He stated the nice thing about the car business right now is that with the growth of the Villages and the growing area, all of their dealerships in town are selling more cars and requiring more space. Unfortunately,

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with our little car row there we are a little land locked which kind of creates a problem, and of course the city was gracious enough to approve us using the property next door. So they are challenged and maybe talking in the near future about maybe going a little further back behind the property should it become available. They would rather buy or lease property adjacent to their current property so it all becomes display, because the more options they have for customers the easier it is to provide good service.

Commissioner Bone asked if Jenkins Nissan would consider relocating the future of the use of the Poe Street property to have those vehicles stored somewhere else as well.

Mr. Formanek stated he is not familiar with that property as it was not part of their purchase; they just bought the dealership and the property of that dealership.

CA Morrison stated we ask that because the city is embroiled in a lawsuit right now with the neighbors and if that is not something that is necessary to the Nissan dealership then the city needs to get out of it.

Mr. Formanek stated they have nothing to do with that piece of property; they are not leasing it nor did they buy it; they only purchased the actual Nissan store and the property where the Nissan store is located. They then entered into a new agreement with ViaPort to park some cars there until they can figure out what needs to be done. He did state that Nissan has approached and asked them to move the store closer to the Villages, but that is probably not good for them and would like to leave it here in Leesburg, right there on car row. Mr. Formanek stated one thing he wanted to bring up was at the last meeting there was a little bit of concern with Code Enforcement and/or DOT about cars and where they are parked out front. He spoke with Chris Lambert, Leesburg DOT, and was told that as long as the vehicles and signs do not go past the power poles, they would be in compliance and he just wanted to share that information. He stated they will comply with what the city wants them to do as they want to be good business partners.

Commissioner Robuck stated he is correct, it is not a DOT issue, it is a PUD issue. The PUD that the city approved allowing for the dealership to be built says you cannot block the landscaping and those cars block the landscaping. We have tried to enforce that through Code Enforcement, have not had any luck, so he is glad this was brought up. Commissioner Robuck stated he would like to make an amendment to this lease agreement stating specifically that cars cannot be parked in front of that landscaping. They said they are okay with that and the landscaping looks really nice, but you cannot see it when driving by; just see the cars.

Chris Layton, general manager Leesburg Volkswagen, stated after our last meeting for the lease property in the fly zone of the airport, Mr. Robuck made that same comment that code enforcement had been contacted. Just to verify, he stated they contacted code enforcement who came out to the dealership with a property map, and said we were compliant. He brought that letter with him tonight. He spoke with Pam Porter, case manager on that case, and she specifically shows on June 5th the property is in compliance with case and is being closed.

Commissioner Robuck stated that is a staff issue where code enforcement looks at city codes, they do not look at PUDs because they primarily do not know they exist.

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CM Minner stated he will need to get with Ms. Porter and the Chief, because that then becomes his fault that he did not carry out the direction of the Commission and the direction of the Commission is clearly cars need to be behind the landscape. He will crystalize that with the Chief and will send notification that the letter Jenkins received from staff is incorrect, that it is not in compliance with the PUD, and will have that done tomorrow.

Mr. Formanek stated the good news for them is that having cars on that side of the hedge is not going to dictate whether or not they will be successful; it is not a really big issue to them.

CM Minner stated it is frustrating to him, because he is in the middle with Commissioners saying do this and he is trying to get the issue to staff, then staff is giving one answer and you think you are compliant and are not. Bottom line is, he is the lead employee of the City of Leesburg, and the issue is those cars need to be moved.

Mr. Formanek stated if the city wants the cars behind the landscape, he will have them moved tomorrow morning. CM Minner stated he would appreciate that.

Commissioner Christian stated code enforcement went out and did not have the PUD, so he thinks this is one of those errors that we need to correct in the future where we make sure code enforcement looks at the PUD with Planning and Zoning. He appreciates Jenkins being complaint, but thinks all the dealerships need to move their cars behind the landscaping.

Mayor Hurley stated for clarity it was not necessarily just on city staff, because there are some dealerships that have been here a long time and when their PUDs came up for them to be able to build, some of these things were not here 20 years ago. He asked if Mr. Formanek could give an idea of where they seem to be going so this body has some direction to kind of plan along with them.

Mr. Formanek stated they were hoping that the property they are improving and just started leasing from the city would suffice, but the problem, which is a problem for their dealership and not necessarily a city problem, is right now Honda has a stop sell on many cars because they have an inflator that is not working properly which causes a defect in the air bag. They probably 60 or 70 customer cars where Honda has agreed to put them in a rental car and they are stacking up on the lot and then about 50 or 60 trades ins, so there are approximately 120 cars that we normally would not have; they are just a product of unfortunately the Honda product. He cannot promise they are not going to try and buy another store and all these stores are too small for the type of operation and amount of volume done, but they certainly would ask if the city has some other property it thinks would be a good fit for them that they could lease as a place to store some cars. They were really hoping that without the Honda problem, having the new property they are improving now, that it would suffice for what they needed. The Nissan store is a little different story, it was purchased three weeks ago and is on three acres. Mr. Formanek stated he does not know what they are going to do with those other cars at ViaPort which they are kind enough to let us park out there for now, but that could change soon.

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The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

TABLED RESOLUTION TO EXECUTE A CONTRACT BETWEEN THE LEESBURG COMMUNITY DEVELOPMENT CORPORATION, INC. AND THE CITY OF LEESBURG FOR DONATION OF PROPERTIES

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE LEESBURG COMMUNITY DEVELOPMENT CORPORATION, INC. AND THE CITY OF LEESBURG FOR DONATION OF PROPERTIES LOCATED AT 1112 WEST LINE STREET, 1102 EAST NORTH BOULEVARD, AND 413 PERKINS STREET; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Robuck seconded the motion.

Commissioner Christian stated he abstains from this item.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck stated he knows everyone has comments, but would like to motion that this be tabled and a workshop set to talk about all the city vacant properties that need to be disposed of. He stated finally, after a year and a half of asking, just received a listing of all city properties, approximately 122 parcels. He has not reviewed the entire list, but is sure over half of those are ones the city should not have but collected over the years and if we are going to talk about disposing of property, he would like to have an overall strategy. He thinks it is a good idea and thinks the CDC would be a valuable partner in doing this.

Commissioner Dennison agrees and seconded the motion.

Mayor Hurley asked that the workshop be set relatively soon and CM Minner agreed.

Commissioner Christian requested the city owned property list be forwarded to all Commissioners. CM Minner stated he will ensure all Commissioners receive the list.

The roll call vote on tabling was:

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Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Abstain
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, one abstain, no nays, the Commission tabled the resolution.

SELECTION OF VOTING DELEGATE FOR FLORIDA LEAGUE OF CITIES

Commissioner Dennison asked why this is done every year. CM Minner replied the annual conference is held every year and each city has to delineate who its voting delegate will be.

Commissioner Dennison stated as president of the Lake County league, she would like to be the city's voting delegate. She is also on the State Nominating Committee and the State Resolutions Committee, so will be there anyway and the city can kind of save some money.

Commissioner Christian nominated Commissioner Elise Dennison and Commissioner Robuck seconded the motion.

Mayor Hurley stated as Mayor, he would like to be the voting delegate this year. He stated Commissioner Dennison has done this the whole three years she has been on the commission and would will still be there in her current job performance; is that not correct.

Commissioner Dennison replied that is correct and she would have no problem with that.

Commissioner Christian rescinded his recommendation.

Commissioner Bone nominated Mayor Jay Hurley as the voting delegate and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission selected Mayor Hurley as the voting delegate for the 2016 Florida League of Cities conference.

ADOPTED RESOLUTION 9816 AUTHORIZING THE ISSUANCE OF THE CITY'S NOT TO EXCEED \$8,330,000 ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2016 TO REFUND ALL OF THE CITY'S OUTSTANDING ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2013

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Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA
AUTHORIZING THE ISSUANCE OF THE CITY'S NOT TO EXCEED
\$8,330,000 ELECTRIC SYSTEM REFUNDING REVENUE NOTE,
SERIES 2016 TO REFUND ALL OF THE CITY'S OUTSTANDING
ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2013;
AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN
AGREEMENT WITH AMERIS BANK TO SECURE THE
REPAYMENT OF SAID NOTE; PROVIDING FOR THE PAYMENT
OF SUCH NOTE FROM THE NET ELECTRIC REVENUES ON
PARITY WITH CERTAIN EXISTING CITY ELECTRIC SYSTEM
DEBT, ALL AS PROVIDED IN THE LOAN AGREEMENT;
AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO
ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR
ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE
LOAN AGREEMENT, THE NOTE, AND THE SECURITY
THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF
DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING
FOR SEVERABILITY AND OTHER MATTERS IN REGARD
THERETO; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Bone moved to adopt the resolution and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

INFORMATIONAL REPORTS:

Miscellaneous Accounts Receivable Customers with City Attorney
Expected Write-offs as of March 2016
Report of Receipts and Disbursements by Fund March 2016
City Manager Contingency Fund

Commissioner Robuck asked for a quick update on the Accounts Receivable, the ones we filed suit on; FTB Sports and All Terrain Lawn & Tractor. **CA Morrison** stated he knows for a fact those two are uncollectable; All Terrain is out of business and he cannot

MINUTES OF THE CITY COMMISSION MEETING MONDAY, JUNE 13, 2016

give the details on the other one, but Mark has pursued them to the end of the earth and hasn't found a way to actually get anything out of them. They are a corporation and there is no personal guarantee. **Commissioner Robuck** asked if we should consider just writing those off and get them off the report. **CM Minner** stated that can be done.

Commissioner Robuck asked about the Legacy Community Development and **CA Morrison** stated that one was discharged in bankruptcy and needs to be taken off.

Commissioner Bone asked for an update on the hotel with the utility bills and the status of that property being sold. **DCM Rankin** stated we await the closing of the contract for the purchase of the property for something besides a hotel. They are in their due diligence, now for about eight months, and are still planning on closing and the city has its hooks in for the \$28,000. **Commissioner Bone** asked if there is any hold up on the utility bill. **CA Morrison** stated no, there is a lien filed for the utility bill and he became aware that there is some sort of title or survey issue that has been holding things up, but he does not know the details. They have approached the firm to handle it but because of the city's lien, there was a conflict, so he never learned the details.

Mayor Hurley asked for an update as to the Poe property. **CA Morrison** stated right now the lady who filed the petition has requested an extension of time to get the records typed up, meaning she had to take the tapes, which she obtained from the city, and take them to a court reporter who has to listen to them, figure out what was said and reduce that to writing. He has asked for a copy, does not have it yet, but the petition is just sitting there which is why he would like to stop it now before it goes any farther. There has not been a whole lot of money spent by the city. **Commissioner Bone** asked if we could look into this a little further based on the comments made earlier that Jenkins, who purchased Nissan, does not have any intension of using that and said it is not part of the purchase. **CA Morrison** stated he just sent Dan Miller an email to look at that tomorrow and call the Bakich contacts to see if they are really interested in using it. **Commissioner Bone** stated then we can go back and look at the approval given. **Mayor Hurley** stated Lake Nissan, the family, purchased it so they could use it for the over flow for Lake Nissan, but right now are not putting any cars out there. He did vote for this and is being directly or personally sued for it also. The city has this small seven acres that annexed in which allows for the 40 acres across the street, which he thinks is already requesting annexation, and then the 650 acres across the street that also wants to annex. His question is we almost have to kind of make a unique decision here, do we fight now on the seven acres, set the precedent and be done or do we wait when it is 40 acres or when its 650 acres. **Commissioner Bone** stated he does not think you have a choice but to fight it; you have given them a property right now so you cannot just take it back. **CA Morrison** stated the only way we could not fight it would be if the Bakich family said we have sold the car dealership and we do not have plans to use it for vehicle storage, so you can stop fighting on our behalf. He does not think there is necessarily a connection between this and the larger annexation because that larger parcel could come in independently; it does not have to be contiguous to the seven acres. **Mayor Hurley** stated no, but he was just saying this same lady who sued us over the seven is going to pop the next law suit over the 40. It is his understanding that it can be undone and asked to hear from the City Manager. **CM Minner** stated it is his understanding as well if the Commission would want to reconsider, that it could be undone, but thinks it is a tricky question. We negotiated with the county in creating an ISBA whereby we have the right

to annex in a non-contiguous fashion because the agreement is written such that it puts the precedent or the importance of annexation based on service level and who can provide emergency services which really was the lynch pin; who can provide that area the best fire service and utilities and clearly that was us. That was Leesburg's territory and the county agreed to that, therefore they relinquished or granted us the ability to do non-contiguous annexations. He thinks what becomes important to the community now is that we get to dictate growth, we get to color the land map, and we get to dictate how growth occurs in that corridor from 44 down Radio Road and that area and he thinks that is an important tool for the city to have. He also thinks if we back off that and do not annex then we potentially could hurt ourselves when we go to do another non-contiguous annexation. He agrees with Commissioner Bone whereby each case is going to be separate and thinks the larger parcels that we may get does make a different argument. He thinks the city was legally entitled to do what it did, and having said that does think there is an argument on the planning side that we put the cart before the horse a little bit with the ISBA whereby we agreed to these annexations. Frankly, you saw this in the staff report too, of my office and the Planning & Zoning department not really agreeing; we see a non-contiguous annexation bringing a small section of property that appears not to be conducive with the comprehensive plan because this ISBA non-contiguous annexation he thinks throws in a monkey wrench and creates that argument.

Commissioner Bone stated it was his impression that this was going to be used by Lake Nissan for detailing their vehicles. **CA Morrison** stated as it turned out they withdrew the detailing use and when it was all said and done, it literally turned out to be nothing more than passive storage which to him makes this less than an ideal test case for the city. The passive nature of use this does not require water, it does not require waste water and the way the ISBA is written it contemplated residential; commercial development which as most of it would, does require those services and has some conditions in there about providing them. The position he has taken so far is that those are irrelevant because this use does not require them and if we are going to take on a test case, he would much rather do it with a more standard annexation, even if it is a whole lot bigger and had more impact because it fits within the corners of the ISBA. **Commissioner Bone** asked if there is a way to make a defense that maybe we were wrong in the case. **CA Morrison** stated yes, that is a possibility. His first suggestion would be to authorize staff to approach the applicants and say we granted your request and have gotten sued over it and the city is not of a mind to expend further tax payer funds defending your land use interests and think you guys ought to step up and carry this defense. If they do not want to do that, then tell us that we can capitulate and make the appeal go away or if they do want to carry the defense, then we will turn it over to them, but they have to hire a lawyer and pay for it. He does not think this as such an outlying parcel will have any direct bearing on future annexations that fit more within the ISBA.

Commissioner Christian asked what if they come back and say they understand, they do not want to do that and we reverse it, that is fine with them. **CA Morrison** stated that is a possibility or they could say city we do not want to fund it, we understand you do not want to fund it, so just give up and let's stipulate to some sort of relief that does not cost money. **CM Minner** asked if CA Morrison believe that hurts the city in the future, should there be a larger scale annexation. **CA Morrison** stated he does not think so, because of the peculiar nature of this use. One of the things the ISBA says is that you should not grant a final development order until there is an agreement in place for the

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provision of water and sewer service at the expense of the developer and because they do not intend to use any, that is never going to happen.

Mayor Hurley stated he has already met with the father who has no interest in spending any money or time to defend this and has no problem with us reversing it. He pointed out that 1) we are trying to get cars up off the boulevard and trying to help Jenkins, so if they decided to buy that property from Nissan, it is there and it may be important enough to them to want to continue to go forward; and 2) you could not get a more passive use than parking a car and going home. The community did not like the lighting because it was going to take away from the stars and they did not like the landscaping, just some of the severe objections they had because they wanted to keep that rural feel. **Commissioner Bone** does not think changing the character of that neighborhood, even for a passive car lot, is the appropriate thing to do, no matter who it is. On the other hand, somebody who comes in with 40 acres and has a plan, it might be for the appropriate thing to come along to make a change in the character of the neighborhood, but not just that one lot at the moment alone.

Commissioner Christian stated his only concern going forward would be, he knows the City Attorney said it has no bearing, but if the 40 acres comes in will that same lady come back and sue us again. He believes that area is going to be developed sooner or later; it is inevitable. He just does not see us fighting it today or fighting it tomorrow, if someone is going sue because the character of the neighborhood gets messed up. **CA Morrison** stated you are going to spend a considerable amount of money defending somebody else's property rights for a passive use that is not going to generate any tax revenue to speak of and no utility revenue. **Commissioner Bone** asked if we gave up on this, would we need to file a pleading that says we are not contesting this, she is right and then an order would be entered or would it be that we would sit down with her and discuss a settlement of some sort in an agreement. **CA Morrison** thinks there is going to have to be a negotiated settlement. **Commissioner Bone** asked if the agreement would have some language that would state a settlement to that affect that this would not be used in the future by her or any party as a justification as to why annexing the 40 acres or more as commercial would not be correct. **CA Morrison** stated yes, it would have to be structured in such a way that the most the city could agree to in that context would be to initiate the public hearing process before the planning commission and this commission to reverse the approval that was previously granted. That would give the applicants due process to come in and say wait we want to keep it.

Mayor Hurley asked if a motion is needed. **CA Morrison** stated if it is the consensus of the Commission that it would like to explore the possibility of settling the appeal with an eye toward unapproving the use that was approved, he can explore that and report back.

Commissioner Christian asked if two years from now, if this goes through, would it affect them. **CA Morrison** stated no, if anything it would reopen the door for them to propose a more intense use on the seven acres because the property across the street would have been approved for it. He is always more comfortable in a quasi-rural setting like that, approving 40 acres or more, because it is not what you might consider a spot zone.

CITY ATTORNEY ITEMS: None

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CITY MANAGER ITEMS:

CM Minner reminded everyone of the Dixie Avenue streetscape project update meeting Tuesday, June 14th, at the Community Building at 5:30 p.m.

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Dennison stated it was actually a bad weekend for everybody, but on Saturday the Salvation Army held a dedication for their new building, and had a tremendous turn out. It is a beautiful building and they are going to do a lot of good here in Leesburg and she wanted to congratulate and wish them every blessing in the world for what they are going to do. She stated she would be remiss if not talking about Orlando and back in the beginning of May, she attended a workshop in Kissimmee with the FBI on active shooter in the community and the plan they laid out is exactly what was done on Sunday; to the letter. Once they hear the word terrorist, the FBI is in charge of the investigation, otherwise it would have been the Orlando Police and of course the Sheriff's department. Several of the instructors were from Orlando and one from Tampa, as seen on TV during the speeches and updates. Commissioner Dennison stated our first responders are tremendous and she could not have been prouder with what they did. To our first responders, Thank You, she hopes we never have to see that, but now you understand why she wanted to attend that conference.

Commissioner Robuck encouraged everyone to attend this Saturday's event at Venetian Gardens that the Recreation department is putting on. He stated it is going to be a great event, hopefully the first of many down there, and he is really excited about it.

Commissioner Christian echoed Commissioner Robuck's comments about Ski Beach and stated he was in Clermont at the Caribbean Festival and saw people from Leesburg there who asked why we can't do this in Leesburg and he told them it is coming. He hopes our staff is just preparing to do bigger and greater things at Ski Beach because he thinks we have a great venue with multiple opportunities to be done. He is proud of our staff for putting this together and just hopes our community can really get behind another great event in Leesburg. Commissioner Christian also invited everyone out to Soulful Sundays, on the first Sunday of the month during the summer, which ends on Labor Day. If you are not busy after leaving church, please come down to Pine Street as this is a great opportunity for the community to just kind of hang out, hear some good music, and get some good soul food. Commissioner Christian asked if 1010 Georgia is on the schedule to be demolished and **CM Minner** replied yes. **Commissioner Christian** stated he would also love to see the city start knocking down some of the other properties it owns. He stated we had a couple properties on the agenda tonight, and he thanked Commissioner Robuck for tabling it so we can have some good discussions on other vacant properties and how we dispose of those. He would love to see them in the hands of non-profits who are going to put low to moderate income families in homes with home ownership opportunity. He knows the City Manager has been working with Homes in Partnership and Habitat for Humanity to make sure we keep those non-profits strong in our community because they are valuable to our city.

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Commissioner Bone stated he is looking forward to Juneteenth on the 25th at Berry Park. He, like Commissioner Dennison, also echoes his sympathies to the people and families of Orlando and people here in Leesburg that were affected with friends there as well. He cannot imagine what it felt like for those parents who had to wait and wonder what was happening. He spoke a little with Police Chief Hicks, who has reached out to the Orlando PD and asked if he would share some information on one of our former officers. **Chief Hicks** stated one of our former trained SWAT officers, who has only been in Orlando for about a year, made their SWAT team and he was one of the eight that went in and was on the shooting team. He is a Leesburg trained officer and sent a text thanking the Chief for spending the time with him and getting him trained and hopefully he can come over to give us a little debrief; that will be a unique perspective.

Mayor Hurley stated much has been said tonight and he just wants to encourage everyone because we get caught up in politics, get caught up in political correctness, and caught up in the parties, but if you look at where things have gone in our nation in the last five to ten years, as old as we are, we just had the largest single mass killing. We really have to make some decisions and there needs to not be so much focus or pointing to say it is the President, or the Governor's fault; we just need to be able to come together as a nation and start talking care of ourselves and one another. Our hearts do go out to them and he appreciates all the sentiments tonight and we will keep going in faith and prayer for those people that they find the help that they need from the Lord. He agrees with Commissioner Dennison on what a facility the Salvation Army built and if you ever need to see a cool, state of the art kitchen go there, but he would not advise taking your wife, because you will spend some money on the way home. They have done a marvelous job, so kudos to them and he thinks they are like the chapter head of the corps and they have disbursements around but for Lake and Sumter County this is the head location here in Leesburg. He reminded everyone to be gearing up and passing the word around for the Fourth of July celebration. He stated it is really going to be good because not only will there be a lot of fireworks and events, but in the Phase 1 of Venetian Gardens, our Kids Korner will be having its ribbon cutting for the playground which is so exciting and that will be on Friday, July 1st, at 10:00 a.m. so the kids can use it all weekend. He went down there today and what a transformation from where we were six to eight months ago. Our Public Works departments have cleared up the property, lifting the trees, sprayed and cleaned the waterways, and we have added the parking lot, this is something people can see and get excited about and he thinks we have done a very good job and he is proud of this Commission. He did ask about the gas station that was torn down on the corner of Main and 27; stating it is still kind of homely looking when on the other side we were able to plant a tree, do some grass and green space. Any progress with that lady about getting rid of the concrete and getting some green space and beautification there? **CM Minner** stated we never did approach that, and if he miscommunicated on that understood, but our goal was to get the canopy down, get the building down and we did that. Staff can get back with the owner and if we want to spend some more money to tear up that concrete and get some grass on the corner, we can do that. He does not think she will have issue with that, but she will want it to be at the city's cost. His guess to tear out those pads might run into some other issues there also with the tanks and those kind of things and as a real knee jerk estimate, it probably will be about 15 to 20 grand of work in there to get it green and he does not think you will want to absorb those costs, but can look into it. **Commissioner Christian** asked if there might be some contamination. **Commissioner Robuck** stated that has all been remediated; the state cleaned it up and

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she bought it right after the state issued those letters. **Commissioner Dennison** stated if the tanks are leaking or anything, she is going to have to do something with the tanks, so maybe some money could be put into helping with that. **CM Minner** stated he hears from the consensus of the Commission tonight, that if you want to spend a couple bucks to green it up a little bit, we will look into that and report back. **Commissioner Robuck** asked if we can also find out what her plans are, because if she is about to put it on the market and sell it, because it is a commercial viable property, he does not want to put much money in it. **CM Minner** agreed. **Commissioner Christian** asked how much she paid for the property and **Commissioner Robuck** stated 100 to 120 thousand.

ADJOURN:

Commissioner Dennison moved to adjourn the meeting. The meeting adjourned at 6:56 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: July 25, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution approving execution of a construction services agreement for the
Lake Griffin Storm Water Improvement Project

Staff Recommendation:

Staff recommends award of Invitation to Bid 160381 and approve execution of the construction services agreement with Estep Construction, Inc. for an amount not to exceed \$440,119.55.

Analysis:

This project includes the construction of a wet detention point, installation of an outfall structure with skimmer, enclosing ditches with piping and drainage structures, and the replacement of two pond outfalls for an adjacent property. This project will improve the quality of Stormwater runoff into Lake Griffin. The project is generally located across US Highway 441 from Herlong Park between the Cutrale plant and the City's electric substation. An aerial photo with the project overlay is attached.

This project was recommended in the Stormwater Master Plan prepared in 2014. City Commission approved the engineering design of the project on May 11, 2016.

Procurement Analysis:

On May 11, 2016 the Purchasing Division issued Invitation to Bid (ITB) 160381 soliciting interested and qualified contractors to submit bids for this project. The opportunity was advertised in the Orlando Sentinel, published on Public Purchase, and known contractors were directly notified by e-mail. On May 26, 2016 four contractors attended the non-mandatory pre-bid meeting.

On June 16, 2016 the Purchasing Division received and publicly opened five sealed bids. Following staff review the apparent low bidder was disqualified for not submitting the mandatory bid guaranty/bid bond. Evaluation of the remaining four bids resulted in Estep Construction, Inc., located in Tavares, FL, being deemed the lowest responsive and responsible bidder. The summary of the bids is listed here. The detailed bid tabulation is attached to this staff report.

The City's Local Vendor Preference Policy was applied but did not result in any change to the low bidder. Staff deems Estep Construction, Inc. a responsive and responsible bidder having submitted the lowest bid and recommend awarding ITB 160381 to Estep Construction, Inc.

Summary of Bids

Contractor Name	Location	Local Vendor	Bid Amount
Estep Construction, Inc.	Tavares, FL	Yes – Tier II	\$440,119.55
Villages Construction	Leesburg, FL	Yes – Tier I	\$705,345.02
Hartman Civil Construction	Hernando, FL	No	\$813,700.00
Daly & Zilch (FL)	Lecanto, FL	No	\$899,890.00

Options:

1. Award ITB 160381 and approve execution of the Agreement with Estep Construction, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This project will receive grant funding from the Saint Johns' River Water Management District (SJRWMD) - 30%; Lake County Water Authority (LCWA) – 25%; Florida Department of Environmental Protection (FDEP) – 34%. The balance of the project will be funded from the Storm Water fund.

Submission Date and Time: 7/20/2016 3:13 PM

Department: <u>Public Works / Storm Water</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Dates: <u>May 10, 2016</u> Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> <u>Revised 6/10/04</u>	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>014-7099-537.63-10</u> Project No. <u>140002</u> WF No. <u>WF0927412 / 001</u> Req. No. <u>48270</u> Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A CONSTRUCTION SERVICES
AGREEMENT WITH ESTEP CONSTRUCTION, INC. FOR THE
LAKE GRIFFIN STORMWATER IMPROVEMENT PROJECT
FOR AN AMOUNT NOT TO EXCEED \$440,119.55; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Estep Construction, Inc. whose address is 820 S. Duncan Drive, Tavares, FL 32778 (e-mail address: jeff@estepconstruction.com) for construction services on the Lake Griffin Stormwater Improvement project pursuant to Invitation to Bid 160381.

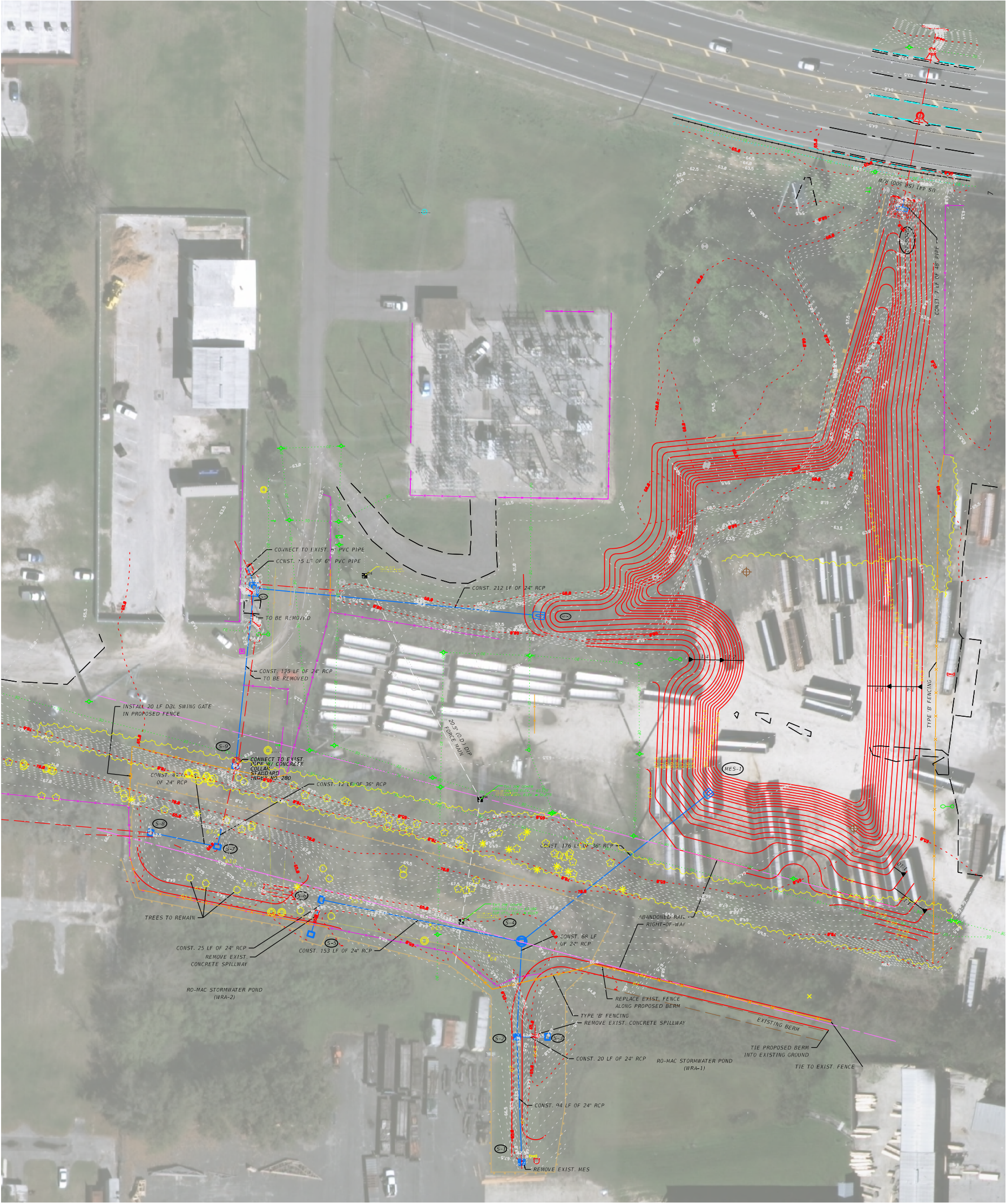
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk



**** Notice of Recommendation of Award ****

Date: **June 27, 2016**
Bid No. & Title: **160381 – Lake Griffin Strom Water Improvements**
Buyer: **Mike Thornton, Purchasing Manager**
Commission Meeting: **July 11, 2016 at 5:30 PM**

I will be recommending award of Invitation to Bid (ITB) 160381 for the Lake Griffin Storm Water Improvement project and approve the resolution authorizing execution of a construction services agreement to our City Commission at their regular meeting on July 11, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **ESTEP CONSTRUCTION, INC.**
820 S. Duncan Drive
Tavares, Florida 32778

Their bid has been reviewed and determined to be responsive and responsible.

All Bid Bonds and Bid Guarantees are hereby released for all vendors other than the vendor being recommended for award.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at www.PublicPurchase.com to be notified of future bid opportunities with the City.



Purchasing Division
204 N. 5th Street, Leesburg, FL 34748
Ofc: (352)728-9880 | purch@leesburgflorida.gov
www.leesburgflorida.gov

Final Detailed Bid Tabulation
160381 - Lake Griffin Stormwater Improvements

VENDOR NAME				Estep Construction, Inc.		Villages Construction, Inc.		Hartman Civil Construction Co., Inc.		Daly & Zilch (FL), Inc.	
VENDOR LOCATION				Tavares, FL		Leesburg, FL		Hernando, FL		Lecanto, FL	
ITEM	ITEM DESCRIPTION	QTY	UNIT	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	101-1 Mobilization	1	LS	\$20,000.00	\$20,000.00	\$70,000.00	\$70,000.00	\$38,000.00	\$38,000.00	\$48,203.74	\$48,203.74
2	102-1 Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$1,897.50	\$1,897.50
3	104-10-3 Sediment Barrier	1,180	LF	\$2.00	\$2,360.00	\$3.00	\$3,540.00	\$3.00	\$3,540.00	\$2.02	\$2,383.60
4	104-11 Floating Turbidity Barrier	60	LF	\$10.00	\$600.00	\$10.00	\$600.00	\$15.00	\$900.00	\$28.29	\$1,697.40
5	104-12 Staked Turbidity Barrier	278	LF	\$5.00	\$1,390.00	\$4.00	\$1,112.00	\$5.00	\$1,390.00	\$5.36	\$1,490.08
6	104-15 Soil Tracking Prevention Device	2	EA	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,500.00	\$9,000.00	\$3,023.64	\$6,047.28
7	104-18 Inlet Protection System	8	EA	\$100.00	\$800.00	\$200.00	\$1,600.00	\$300.00	\$2,400.00	\$433.27	\$3,466.16
8	110-1-1 Clearing and Grubbing	3.05	AC	\$5,000.00	\$15,250.00	\$18,000.00	\$54,900.00	\$18,000.00	\$54,900.00	\$14,225.50	\$43,387.78
9	120-1 Regular Excavation	29,471.60	CY	\$8.00	\$235,772.80	\$12.70	\$374,289.32	\$16.00	\$471,545.60	\$19.80	\$583,537.68
10	120-6 Embankment	1,355.90	CY	\$15.00	\$20,338.50	\$15.00	\$20,338.50	\$5.00	\$6,779.50	\$13.80	\$18,711.42
11	425-1-541 Inlets, Ditch Bottom, Type D, <10'	5	EA	\$2,500.00	\$12,500.00	\$4,800.00	\$24,000.00	\$2,000.00	\$10,000.00	\$3,515.44	\$17,577.20
12	425-1-543 Inlets, Ditch Bottom, Type D, J-BOT, <10'	1	EA	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00	\$2,500.00	\$2,500.00	\$6,317.99	\$6,317.99
13	425-1-551 Inlets, Ditch Bottom, TYPE E, <10'	1	EA	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00	\$2,247.56	\$2,247.56
14	425-1-581 Inlets, DT BOT, TYPE H, <10', (Outfall Structure)	1	EA	\$4,000.00	\$4,000.00	\$18,500.00	\$18,500.00	\$24,318.90	\$24,318.90	\$22,961.25	\$22,961.25
15	425-2-41 Manholes, P-7, <10'	2	EA	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00	\$2,500.00	\$5,000.00	\$2,819.03	\$5,638.06
16	430-175-124 Pipe Culvert, Round 24" S/CD (RCP Class III)	756	LF	\$50.00	\$37,800.00	\$45.00	\$34,020.00	\$80.00	\$60,480.00	\$51.88	\$39,221.28
17	430-175-136 Pipe Culvert, Round 36" S/CD (RCP Class III)	188	LF	\$65.00	\$12,220.00	\$75.00	\$14,100.00	\$120.00	\$22,560.00	\$100.20	\$18,837.60
18	430-175-148 Pipe Culvert, Round 48" S/CD (RCP Class III)	4	LF	\$500.00	\$2,000.00	\$80.00	\$320.00	\$600.00	\$2,400.00	\$765.90	\$3,063.60
19	430-982-129 Mitered End Section, Round, 24" CD	1		\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$650.87	\$650.87
20	430-982-138 Mitered End Section, Round, 36" CD	1	EA	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$1,488.91	\$1,488.91
21	524-1-1 Concrete Ditch PAVT, Non-Reinforced, 3"	34.3	SY	\$60.00	\$2,058.00	\$200.00	\$6,860.00	\$300.00	\$10,290.00	\$160.00	\$5,488.00
22	550-10-220 Type B Fencing	1082	LF	\$15.00	\$16,230.00	\$18.00	\$19,476.00	\$20.00	\$21,640.00	\$13.10	\$14,174.20
23	550-60-224 Fence gate, TYP B, DBL., 18.1-20.0 Opening	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,288.00	\$1,288.00
24	570-1-2 Performance Turf, Sod	8889	SY	\$2.25	\$20,000.25	\$2.80	\$24,889.20	\$4.00	\$35,556.00	\$2.66	\$23,644.74
25	NS-1 Adjust Sanitary Manhole Ring and Cover	2	EA	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$891.25	\$1,782.50
26	NS-2 Utility Pipe, F&I, Ductile Iron, Water/Sewer/8"-19.9"	80	LF	\$50.00	\$4,000.00	\$120.00	\$9,600.00	\$150.00	\$12,000.00	\$308.57	\$24,685.60
Total Base Bid Amount				\$440,119.55		\$705,345.02		\$813,700.00		\$899,890.00	
Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.											
LVP Tier I Adjusted Low Bid (low bid + 5%)											
LVP Tier II Adjusted Low Bid (low bid + 2%)				\$440,119.55		\$705,345.02					
TIME FOR COMPLETION											
Number of CALENDAR DAYS to begin work after NTP:				30		10		7		10	
Number of CALENDAR DAYS to completion after NTP:				180		150		120		210	
SEALED BID RESPONSIVENESS REVIEW SUMMARY											
IS THE BIDDER DETERMINED TO BE RESPONSIBLE:				YES		YES ¹		YES ¹		YES ¹	
IS THE BID DETERMINED TO BE RESPONSIVE:				YES		YES		YES		YES	
General Vendor Information				YES		YES		YES		YES	
Detailed Schedule of Bid Items				YES		YES		YES		YES	
Meets Contractor License Requirement				YES		YES		YES		YES	
Contractor License Number				CGC 1508481		CGC 037504		CGC 060004		CGC 059597	
License Verified by City at DBPR				YES		YES		YES		YES	
Bidders Certification				YES		YES		YES		YES	
Exceptions Taken				NO		NO		NO		NO	
Acknowledgement of Addenda (1)				YES		YES		YES		YES	
Claims Local Vendor Preference				Tier II		Tier I		NO		NO	
Bidder Certification Signatures				YES		YES		YES		YES	
Sub-Contractor Listing				YES		YES		YES		YES	
Equipment Listing				YES		YES		YES		YES	
Statement of Experience				YES		YES		YES		YES	
Bid Bond Submitted with Bid				YES		YES		YES		YES	
Copy of Contractors License				YES		YES		NO		YES	
Tabulation Note: Vendors determined to be non-responsive or non-responsible will NOT be included in the Final Detailed Bid Tabulation attached to the Notice of Recommendation for Award. Reference checks for the low bidder have been completed and accepted. Note 1: Determination of responsibility is based only on the information submitted in the vendors bid response.											

This Final Detailed Bid Tabulation has been reviewed and approved by:

Mike Thornton

Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 11th day of July in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Estep Construction, Inc.** whose address is 820 S. Duncan Drive, Tavares, FL 32778 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Lake Griffin Storm Water Improvements** to the CITY as listed in solicitation 160381 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and solicitation 160381, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$440,119.55**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **Thirty (30)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **One Hundred-Eighty (180)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its

officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Jeffrey R. Estep, President. The primary contact person under this Agreement for the CITY shall be Jimmy Feagle, Deputy Director – Public Works.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

ESTEP CONSTRUCTION, INC.

By: _____


Printed: JEFFREY R. ESTEP

Its: PRESIDENT
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the project as required by the Agreement Documents.
- II. **Incorporation of Sections.** The following sections of the solicitation 160381 document are incorporated by reference and made a part hereof:
 - a. Section 1 - Special Terms & Conditions,
 - b. Section 2 - Scope of Work,
 - c. Section 3 - General Terms & Conditions,
 - d. Section 4 - Supplemental Conditions – Construction,
 - e. Section 5 - City Forms as completed and submitted by CONTRACTOR, and
 - f. Section 6 – Drawings titled City of Leesburg Lake Griffin Stormwater Improvements Construction Plans, with notation “FOR BIDDING ONLY NOT FOR CONSTRUCTION APRIL 2016” (Total 10 Drawing Sheets).
 - g. Section 6 – Limited Geotechnical Exploration Report prepared and provided by Universal Engineering Sciences and dated July 16, 2015.
 - h. Solicitation Addendums – Addendum No. 1 issued June 6, 2016 and the documents added to the solicitation package by the Addendum.
- III. **Bid Submittal.** The original June 16, 2016 bid submittal from the Contractor is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: July 25, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution approving execution of an agreement for painting and wall repairs
to the gymnasium

Staff Recommendation:

Staff recommends awarding Invitation to Bid (ITB) 160341 and approve execution of the agreement with Lenard Bell Painting, Inc. for an amount not to exceed \$47,545.00.

Analysis:

This project is located at the Leesburg Gymnasium on Griffin Road. The building is experiencing water intrusion primarily at the expansion joints during heavy rains. This work will resolve the water penetration through the vertical surfaces. All expansion joints in the walls will be cleaned out and new backing rod and sealant applied. Two areas on the exterior wall with cracks in the stucco will be repaired. The foam banding around the perimeter of the building will be removed and replaced with a new band. The exterior and interior walls will be painted.

The Sherwin Williams Commercial Sales representative visited the site and provided specifications for surface preparation and specified all materials to be used on this project. The representative will perform a surface preparation inspection and will perform a post application inspection to insure it meets Sherwin Williams specifications. These services are provided at no cost to the City and insure that, should there ever be a problem with the coating material, the Sherwin Williams product warranty will be honored.

Procurement Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 160341 on June 3, 2016. The opportunity was posted to Public Purchase. Staff directly notified 12 commercial painting companies including four local companies. On June 30, 2016 the Purchasing Division received and publicly opened five sealed bids.

Following review of the bids, staff deemed Lenard Bell Painting, Inc. located in Montverde, FL a responsive and responsible bidder submitting the lowest bid. Past project references were verified and the company was rated very good. The summary of the bids is listed here. The detailed bid tabulation is attached to this staff report.

The City's Local Vendor Preference Policy was applied but did not result in any change to the low bidder. Staff recommends awarding the ITB 160341 to Lenard Bell Painting, Inc.

Summary of Bids

Company Name	Location	Local Preference	Base Bid
Lenard Bell Painting, Inc.	Montverde, FL	YES	\$47,545.00
Lester Painting, Inc.	Weirsdale, FL	YES – Tier II	\$56,250.00
Shamrock Restoration, Services	Brooksville, FL	NO	\$57,052.00
Orlando Prestige Painting	Orlando, FL	NO	\$58,000.00
SRS Services LLC	Brooksville, FL	NO	\$62,520.00

Options:

1. Award the ITB and approve execution of the contract with Lenard Bell Painting, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are budgeted and available for this project. Staff's estimate for the work was \$50,000.00.

Submission Date and Time: 7/20/2016 3:13 PM

Department: <u>Public Works/Capital Projects</u> Prepared by: <u>Mike Thornton</u> Attachments: <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/> Advertised: <input type="checkbox"/> <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review : <u>Yes</u> <input type="checkbox"/> <u>No</u> <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-5193-519.62-10</u> Project No. <u>310051</u> WF No. <u>WF1023447 / 001</u> Req. No. <u>48183</u> Budget <u>\$50,000.00</u> Available <u>\$50,000.00</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A CONSTRUCTION SERVICES
AGREEMENT WITH LENARD BELL PAINTING, INC. FOR
INTERIOR AND EXTERIOR PAINTING, STUCCO REPAIRS
AND EXPANSION JOINT REHABILITATION TO THE
LEESBURG GYMNASIUM FOR AN AMOUNT NOT TO EXCEED
\$47,545.00; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with Lenard Bell Painting, Inc. whose address is 16746 Sugar Berry Lane, Montverde, Florida
34756 (e-mail address: lenardbellpainting@hotmail.com) for painting and weatherization
services at the Leesburg Gymnasium pursuant to Invitation to Bid 160341.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk

**** Notice of Recommendation of Award ****

Date: **July 6, 2016**
Bid No. & Title: **160341 – Gymnasium Maintenance – Painting, Sealing & Stucco Repairs**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **July 25, 2016 at 10:00 AM**

I will be recommending the following award for Gymnasium Maintenance – Painting, Sealing & Stucco Repairs to our City Commission at their regular meeting on July 25, 2016 at 10:00 AM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **LENARD BELL PAINTING, INC.**
16746 Sugarberry Lane
Montverde, FL 34756

Their bid has been reviewed and determined to be responsive and responsible.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at www.PublicPurchase.com to be notified of future bid opportunities with the City.



Purchasing Division
204 N. 5th Street, Leesburg, FL 34748
Ofc: (352)728-9880 | purch@leesburgflorida.gov
www.leesburgflorida.gov

Vendor		Lenard Bell Painting Inc.	Lester Painting Inc.	Shamrock Restoration Services Inc.	Orlando Prestige Painting and Restoration, Inc.	SRS Services LLC
Location		Montverde, FL	Weirsdale, FL	Brooksville, FL	Orlando, FL	Brooksville, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Stucco repairs, expansion joint resealing, and foam mid-band replacement	\$5,800.00	\$17,000.00	\$10,156.00	\$13,000.00	\$5,520.00
2	Exterior Painting	\$26,795.00	\$19,200.00	\$20,535.00	\$25,000.00	\$22,800.00
3	Interior Painting - All Areas	\$14,950.00	\$20,050.00	\$26,360.00	\$20,000.00	\$34,200.00
Total Base Bid Amount		\$47,545.00	\$56,250.00	\$57,051.00	\$58,000.00	\$62,520.00
Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.						
LVP Tier I Adjusted Low Bid (low bid + 5%)		\$49,922.25	NA	NA	NA	NA
LVP Tier II Adjusted Low Bid (low bid + 2%)		\$48,495.90	\$56,250.00	NA	NA	NA
AD1	Deductive Option for interior office area/locker room areas.	-\$5,500.00	-\$3,650.00	-\$15,143.00	-\$2,000.00	-\$7,800.00
TIME FOR COMPLETION						
Number of CALENDAR DAYS to begin work after NTP:		7	30	15	NA	14
Number of CALENDAR DAYS to completion after NTP:		21	75	40	NA	120
SEALED BID RESPONSIVENESS REVIEW SUMMARY						
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		Yes	Yes	Yes	Yes	Yes
IS THE BID DETERMINED TO BE RESPONSIVE		Yes	Yes	Yes	Yes	Yes
General Vendor Information		Yes	Yes	Yes	Yes	Yes
Bidders Certification		Yes	Yes	Yes	Yes	Yes
Exceptions Taken		No	No	No	No	No
Acknowledgement of Addenda		Yes - 1	Yes - 1	No	Yes - 1	Yes - 1
Claims Local Vendor Preference		No	Yes - Tier II	No	No	No
Sub-Contractor Listing		No	Yes	No	No	Yes
Equipment Listing		Yes	Yes	Yes	Yes	Yes
Statement of Experience		Yes	Yes	Yes	Yes	
Made Required Site Visit		Yes	Yes	Yes	Yes	Yes

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 25th day of July in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Lenard Bell Painting, Inc.** whose address is 16746 Sugar Berry Lane, Montverde, FL 34756 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Gymnasium Maintenance** to the CITY as listed in solicitation 160341 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and solicitation 160341, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$47,545.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **Seven (7)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **Twenty-One (21)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the

instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
RE: Solicitation 160341 – Gymnasium Maintenance
P.O. Box 490630
Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

11. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the

CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

12. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

13. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

14. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

15. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

16. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee

working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

17. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

18. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

19. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the

benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

20. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

21. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

22. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

23. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Lenard Bell, Owner. The primary contact person under this Agreement for the CITY shall be Robert Harper, Project Manager.

24. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

25. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

26. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

27. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

28. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

29. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

30. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

LENARD BELL PAINTING, INC.

By: _____

Printed: LENARD BELL

Its: OWNER
(Title)

ATTACHMENT “A”

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the project as required by this Agreement Documents.
- II. **Incorporation of Sections.** The following sections of the solicitation 160341 document are incorporated by reference and made a part hereof:
- a. Section 1 - Special Terms & Conditions,
 - b. Section 2 - Scope of Work,
 - c. Section 3 - General Terms & Conditions,
 - d. Section 4 - Supplemental Conditions – Construction,
 - e. Section 5 - City Forms as completed and submitted by CONTRACTOR, and
 - f. Section 6 – Sherwin Williams Data Pages (21 pages).
- III. **Bid Submittal.** The original June 30, 2016 solicitation response from the CONTRACTOR is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 5.B.3.

Meeting Date: July 25, 2016

From: Mike Thornton, Purchasing Manager for
Tino Anthony, Information Technology Director

Subject: Resolution authorizing execution of a services agreement with Hewlett Packard for the Managed Print Services program

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of a services Statement of Work (SOW) with Hewlett Packard (HP) for a Managed Print Services (MPS) program. The estimated annual cost is \$28,909.00. The estimated 3-year savings under the HP Managed Print Services program is \$82,341.36.

Analysis:

The City of Leesburg currently has 112 HP brand printers comprised of 38 different models, both black & white and color. These printers are located within the departments throughout the City and are all connected to the City's network.

The City's Information Technology (InfoTech) department currently supports all aspects of the printers. From issues as simple as documents not printing to as complicated as mechanical repairs to replace rollers, fuser kits and other wear items. InfoTech spends a significant amount of time on printer support and repairs. InfoTech wanted to find a program or services that would relieve them of these time consuming tasks allowing them to allocate those resources to other areas that are more mission critical for the City; and do so at an acceptable cost.

Purchasing researched available national cooperative contracts. A contract through the The Cooperative Purchasing Network (TCPN) with HP was identified. Purchasing contacted HP and started discussions about their Managed Print Services program. Their program charges a cost per page which covers supplies (toner/ink), support, maintenance and repairs; all consumable supplies excluding paper.

In order for the City to receive a cost proposal, HP installed software on the City's network that identified all network connected printers and then monitored, or audited, the page count for each printer for 30 days. Based on the audit and the type of printer HP developed a Cost Per Page (CPP) for each model of printer.

Staff has evaluated the costs and compared the CPP for the MPS program to the CPP the City is currently paying just for the purchase of toner/ink. In most instances, all but two, the CPP of the MPS program is less than the CPP the City is paying for only toner/ink.

In addition to the CPP of the MPS program covering consumables, support, maintenance and repairs, additional benefits of the MPS program are:

- 1) Health check of each printer device prior to HP adding it to the MPS Program.
- 2) Fleet optimization – HP will analyze the current fleet of printers and make recommendations for possible device replacements based on the life of existing printers.
- 3) Fleet repositioning – HP will analyze the page counts for each device and make recommendations to reposition printers within the City. Put the right model printer in the right location based on use.
- 4) Fleet sizing – The HP audit software will continually run collecting usage data each month. This data can be used to determine if some printers are not needed if there is redundancy in a geographic location. Or use the data to consolidate by replacing several low usage printers with one device.
- 5) Supplies Replenishment – With the HP network audit software running printer supplies (toner/ink) are automatically reordered and delivered to the physical address associated with the printer. The employee does not have to place any orders and process payments for supply orders. The system can be setup to not replenish if the printer location currently has supplies on hand.

HP has already provided a fleet optimization report with some recommendations to replace three printers and reposition several others. The goal of the optimization is to reduce the City's printing costs by using the right printers, in the right quantities and in the right locations. As printers get older the cost of their consumable supplies and maintenance increases. Replacing an older printer with a new model can drastically reduce the CPP.

As an example, HP has recommended replacing an older HP 4700 printer with a new HP 556dn. This replacement would reduce the CPP from \$0.0722 to \$0.0485 respectively or \$23.46 per month for this one printer. Implementing all of their recommendations for replacing or repositioning would save the City an estimated \$400 per month. The City is responsible for the purchase of new printers. This is not a lease program. The City does not have to implement the recommendations by HP and has the final say in replacing or repositioning of printers.

As mentioned previously, staff researched the current CPP for 'toner only' costs. For the HP M401/M425 model printer, the City has 14 of this model, the City's current toner cost yields a CPP of \$0.0408. This CPP under the MPS program for this printer will be \$0.0392. The MPS program provides a lower price and comes with more services relieving the InfoTech staff from supporting and repairing the printer.

Switching to the MPS program will not impact the department budgets as they have already budgeted for toner purchases for the printers. Starting in the 2018 fiscal year the City will have historical usage for each department and a budget for this service under contractual services can be created.

Procurement Analysis:

The Purchasing Manager has determined the use of the TCPN cooperative contract for this service to be the most efficient and advantageous option to the City. 1) The pricing offered under this COOP is competitive and lower than other pricing researched; 2) Using this contract will eliminate further delays in acquiring these services. The using department has reviewed the MPS program and determined it will meet its' requirements in supporting the City's fleet of printers; and 3) the TCPN

cooperative contract passes the test for being a public competitive solicitation awarded by an eligible organization.

The use of competitively awarded cooperative contracts, such as the HP MPS contract award, is an efficient and effective method of obtaining services for the City. Use of cooperative contracts is a public procurement best practice provided the contract is acceptable to the agency.

Options:

1. Approve the resolution authorizing execution of the services agreement with HP; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This program should save the City money in reduced costs for printing. As stated, departments have already budgeted in their supplies account for toner/ink purchases. Implementing the MPS program will result in a lower CPP.

Submission Date and Time: 7/20/2016 3:13 PM

Department: <u>Information Technology</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>Not Required</u> <u>X</u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u>Various Departments</u> Project No. <u>NA</u> WF No. <u>NA</u> Budget <u>NA</u> Available <u>NA</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A THREE YEAR SERVICES
AGREEMENT WITH HEWLETT PACKARD, INC. (HP) FOR
MANAGED PRINT SERVICES (MPS); AND PROVIDING AN
EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with HP INC. whose address is 11311 Chinden Boulevard, MS 305, Boise, Idaho 83714 (email address: mark.a.greenway@hp.com) for services under the Managed Print Services program pursuant to the competitively awarded TCPN contract.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk



Section 1: Executive Summary

1.1 Introduction

Thank you for investing time with HP to discuss your print environment, goals and costs. We have completed HP's Assessment Process and are presenting our findings, proposed costs and Managed Print Services (MPS) offering in this proposal.

1.2 Recap of Work Accomplished to-date

Assessment Process

Our sales consultant has met with stakeholders in your company to complete both a Needs and a Print Environment Assessment. The Needs Assessment has helped HP identify print needs addressed by our MPS offering. HP's Print Environment Assessment identified and documented your current print fleet.

Baseline Cost Data Source – Market Data

Because your company stakeholders were unable to either identify or share your actual supplies/service costs, HP has utilized standard market costs for comparison. These costs are averages based on comparative Internet pricing offered by large office supply stores selling genuine HP toner. If your costs vary greatly from these averages, we encourage you to provide your actual costs to us so we can more accurately model your current state.

1.3 Cost-savings Summary

Based on our baseline cost assessment and using the aforementioned source for your baseline costs, HP estimates that by choosing HP and implementing our MPS program, you could potentially save \$57,474 over 36 months which equates to a prospective savings of 39.9%.

1.4 Partnering with GovConnection and HP

GovConnection

HP is leveraging our trusted hardware partner GovConnection, a wholly owned subsidiary of PC Connection. HP will provide the Managed Print Services and HP will fulfill the HP equipment orders through GovConnection.



As a subsidiary of PC Connection, GovConnection's role is to handle all government and education customers. GovConnection has a complete portfolio of IT services and uses a customer-centric approach to help focus on each customer's unique IT goals and challenges. These attributes give GovConnection the abilities to provide you with unique insight and with a combination of personal service, in-depth expertise and customized support to meet your needs.

We have
worked
together to
complete
Assessments
and establish
your priorities

Choosing HP
could save you
\$57,474 over 36
months.

GovConnection
has an
established
Relationship
with City of
Leesburg



1.5 Why HP?

SLED Industry Knowledge

For more than 70 years, HP has helped public-sector customers in government and education achieve the highest possible levels of operational excellence and service delivery. HP has a robust sales and support organization dedicated to U.S. Public Sector Customers.

HP has institutionalized our best practices to provide consistently high-quality performance in all environments. HP will apply these same principles or successful program execution.

Public-sector clients need a technology partner that can help provide more effective services, while saving money and eliminating redundancy. With a long history of serving the public sector, HP understands the unique requirements of education customers. HP's broad solutions portfolio aligns IT with your requirements, providing the following benefits:

- **Industry standards protect** your **capital investments** in technology, making sure that your infrastructure will be compatible with future technologies. They also **increase your agility and improve integration** with the rest of the technology environment.
- HP management solutions are modular and **scalable** to meet a variety of requirements and are designed to adapt and grow incrementally so that our clients realize a fast, predictable return on technology investments.
- HP Services consultants can help **assess** your environment; **design** and architect the infrastructure; and **deploy** and **implement solutions** for maximum operational efficiency.
- HP's philosophy of **working with partners**, and even competitors, to maximize product mix and service delivery address a wide variety of business requirements. You will have the added benefit of a **multivendor service mechanism** with a **single point-of-contact** and **accountability**.

Manage-as-is Approach

HP's Managed Print Services team specializes in managing printer fleets in their current state, without costly hardware replacements. Unlike other vendors, HP services most major brands of printers, some multifunction laser printers, and open distribution copiers throughout the term of useful service and as long as HP can procure replacement parts at a reasonable cost, which is often much longer than the stated end-of-life as noted by a manufacturer. In particular, HP's devices are high-quality and are known for their reliability and longevity. Our "manage-as-is" approach saves clients precious capital funds and keeps the cost of change to a minimum as you implement and manage a Managed Print Services program.

High-Quality Service and Supplies

HP OEM Toner Benefits

- **Greater** printer uptime
- **Fewer** service calls
- **Higher** print quality
- **Longer** printer life
- **Fewer** reprints

OEM Toner

HP only uses genuine HP OEM toner with HP devices in line with our commitment to high-quality service and supplies. As one of the most enduring brands in the IT world, HP is known for our high-quality products.

HP printers and print cartridges are designed as a single printing system and are precisely engineered for exceptional print quality, rock-solid reliability and fast, efficient operation. HP products need OEM toner to perform at maximum capability. HP's submitted pricing is based on exclusive OEM toner usage in HP devices.

Preventative Maintenance

All preventative maintenance costs are covered under the defined cost-per-page rates. Our techs perform preventative maintenance and cleanings at each visit. This enables devices to have fewer service calls and a longer useful life.

Real-time Dispatching System

Our proprietary dispatching system includes GPS tracking of our service vans. This system has been highly tailored to allow a dispatcher to see mapped locations for field technicians allowing piggy-backing of service calls for technicians already in the service area. Our dispatchers assign service calls with the understanding of individual client call deadlines and service delivery requirements.

Service Vans with Optimized Inventory

Each van is stocked with approximately with 200 inventory items including: toner, supplies and parts. Warehouse personnel and technicians learn to optimize the inventory in each van to meet the unique needs of territories assigned to technicians and the clients in each territory.



Coordinated Inventory System

Service vans are considered an extension of our warehouse. Inventoried items are shared across territories when needed. Dispatchers sometimes send technicians into the field to meet up with other technicians to fill short-term inventory needs, eliminating the need to return to the warehouse for supplies fulfillment.

Technician Tablets

Technicians have access to all internal systems and service resources. The technicians carry a fully-loaded HP Tablet with data input requirements for each activity. Break/fix resource information is available at their fingertips. Active communications between technicians and dispatchers provides fast and efficient communication.

National Technical Support Group

The HP field service technicians that provide onsite break-fix services and support are supported by even more experienced Tier II engineers that are assigned to the HP National Technical Support (NTS) group.



Genuine HP Supplies and HP-branded Compatibles

HP is committed to providing quality printed pages at competitive prices for both HP and non-HP devices. On HP devices, HP can ensure the best quality and competitive prices by using Genuine HP supplies. For non-HP devices, HP has selected leading providers to deliver HP-branded compatible supplies with quality and yield that is on par with the OEM supplies. HP MPS Multivendor Support increases customer satisfaction and loyalty by giving end-users a single point of contact and a trusted advisor who manages and optimizes their complete fleet of devices. And HP provides peace of mind with a two year warranty for supplies.

HP Technology Expertise

HP has a long history of delivering innovative IT management software to monitor, manage and optimize computing devices, including printing and imaging devices. HP MPS utilizes the advanced software tools to:

- Monitor and remediate the devices we manage
- Automate toner replenishment so you don't have to worry about running out of toner
- Streamline service requests, including a new mobile app to expedite requests while at a device
- Analyze print volumes and user behavior to optimize cost and productivity

Removing the IT Burden

In any office environment, change is constant, especially with IT Team staffing. Managing printer fleets is typically not at the top of priority list for IT, and in fact, takes valuable time away from strategic projects.

By selecting HP MPS, City of Leesburg can remove the burden of supporting printers and copiers from your IT team, and know HP will provide high-quality MPS service and supplies unequalled in the industry.

Our MPS service virtually gives time back to your IT resources, and allows them to focus on the more important IT projects for your organization without constant interruption of printer or copier support tasks. You can rest assured that your end-users are receiving the support needed through your MPS program.

To receive the full benefits of your HP MPS program, we encourage you to allow end-users to contact HP directly to request supplies and service, rather than go through a help desk. Our extensive reports and analytics provide all the metrics and tracking information you'll need to understand how users are printing without having to add an additional step in the service/supplies request process. If you feel compelled to have your help desk act as the go-between, we can accommodate this approach as well, although it is our opinion it slows our response times significantly.

1.6 Conclusion

Thank you for the opportunity to present our capabilities and recommendations. We look forward to further discussions regarding how HP can improve your end-user experience and can help lower your print costs.

Section 2: Proposed MPS Solution

HP approaches MPS in three phases:

- Manage Materials & Assets
- Optimize Users
- Improve Document Management

These phases can lower your print spend incrementally during each phase. Your HP account manager will guide you through these phases and provide strategic consulting along the way, forming a long-term partnership.



Phase I: Manage Materials & Assets

HP brings your assets and materials under HP's management through a detailed set-up process. We can assist you with change management and new device training. Service begins and your HP account manager becomes your day-to-day contact, providing insightful reporting and strategic Customer Business Reviews.

Step 1: Set up

Entitlement Process

HP's Entitlement Process is a data collection and device identification process to help HP support your devices. HP gathers information about the devices and current page counts. We verify devices are in a supportable state. The Entitlement Process enables us to verify an inventory list in relation to the contract for device management. HP works closely with you through the Entitlement Process to manage communication and outcomes.

Device Health Check

After contract signing, and before we initiate HP MPS, HP Authorized Service Technicians perform an onsite health check of each device on the HP MPS contract. Devices are checked for print quality and performance. Parts showing extreme wear are replaced, and broken devices are brought back to life when desired. Supplies are checked and replaced if significantly low. Parts and supplies replaced during a Device Health Check are billed on your first MPS invoice at our standard rates.

Stickering

At the completion of the health check exercise, each device receives a printer sticker containing a unique identification number for tracking in our service delivery system. The identification number is loaded into our database, along with instructions for technicians to locate the device. Over time, a service history is connected to this number as well. The printer sticker also instructs end-users about how to request service and supplies.

30-day Page Counts

HP will gather page counts close to the 30-day mark, both remotely for networked devices and manually for non-networked devices. In some geographic locations, HP may ask for your assistance in gathering this data, or we may jointly explore using industry averages to determine print volume. HP uses these 30-day Page Counts to forecast volumes for the first quarterly invoice.



Step 2: Change Management

On-boarding



The HP On-boarding team will meet with your team to jointly determine the following:

- Identification of project champion(s) and respective roles
- An implementation timeline
- Unique location logistics/communications, i.e., property security requirements
- Review of service level agreements and requirements for service delivery

Client Communications

HP will help you prepare employees for the transition, address concerns, and provide assistance around process changes. HP will collaborate with you to develop an internal communications plan to keep users informed of changes prior to implementation. HP will also work together with you to define the Service Request Process and communicate this information to end-users.

Service Request Process

Standard Process

HP's standard service request process enables end-users to contact HP directly. Service request lines are open Monday through Friday, 6:00 a.m. to 6:00 p.m. MST. When your employee calls HP at the toll-free number indicated on the printer sticker, they will be immediately connected to a person, not a phone tree. The HP dispatcher answering the phone will ask for the employee's name, company, printer identification number (found on the printer sticker), and a brief description of the reason for the call. The dispatcher will confirm the data in our system and create a service call. HP will typically keep an employee on the phone for no longer than 3-5 minutes while a service request is being placed.

Employees can also request service via our 24/7 web portal <http://www.hp.com/go/mpsservice> or e-mail cmps-us-dispatch@hp.com at any time to schedule service.



Routing calls through your Help Desk

Some clients prefer to route all requests for service/supplies through their Help Desk. We can accommodate this request; however, we strongly recommend allowing end-users to contact HP directly in order to experience the greatest time-savings benefit of HP MPS. Should you choose to route calls through your Help Desk we would place a slightly different printer sticker on your devices (see left) simply directing end-users to contact your Help Desk.

Step 3: New Hardware Training (when applicable)



If you are purchasing new HP hardware at the time of MPS initiation, HP or your partner will provide basic device training as determined during an on-boarding meeting. As devices are installed and configured, HP Authorized Service Technicians or the HP partner will conduct an informal walk-around training. This training covers the key features and benefits as well as performance capabilities of new devices including basic printing, fax, and scanner features, as applicable. This is a high-level overview training designed to provide a basic understanding of the device functionality such as how and where to load consumables, how to clear paper jams, how to access toner cartridges for changing, and simple front-panel tutorials. Options for more in-depth training is available (fees may apply).

Step 4: Service Delivery

HP MPS is provided in four different delivery models:



- **HP Premium:** HP Premium service offers priority, 2-hour onsite response for supplies and service requests and includes ink/toner installation services conducted by HP Authorized Service Technicians (an extra fee applies to this service).
- **HP Priority:** HP Priority service includes a 4-hour onsite response for service incidents and supplies shipments for customer installation.
- **HP Advantage:** HP Advantage is available in the majority of U.S. metropolitan areas. This service level offers next-business-day (NBD) response for service incidents. Supplies are shipped for customer installation.
- **HP Extended Reach:** HP Extended Reach is offered to provide onsite service response in areas where geographic proximity to HP Authorized Service Technicians is limited. Service timing is determined by location. All efforts will be made to deliver service by the next business day, although it may take longer. HP ships supplies for customer installation.

Preventive maintenance tasks are performed each time an HP Authorized Service Technician is onsite.

Methods of Supplies/Parts Delivery

Supplies Shipment Methods

For all service levels except HP Premium, supplies are shipped directly to the client for installation using a “just in time” process. End-users can personally request, or ATR processes will trigger (see following section: Automatic Toner Replenishment), a request for supplies shipment. Supplies are typically shipped via UPS in time to arrive before the current supplies run out. If necessary, supplies can be expedited if the situation warrants. Supplies will contain a packing list with information directing the supplies to the correct device requiring the supplies.

When HP Premium service is being provided, HP Authorized Service Technicians will typically bring the needed supplies with them when coming onsite to complete a cartridge exchange visit. However, in some geographic locations HP will arrange for a shipment of supplies to meet the technician prior to the visit.

Parts Shipment Methods

HP Authorized Technicians may receive needed parts to complete break/fix repairs in a number of different ways. Some geographies have unique characteristics requiring some creativity in shipping of parts to meet up with technicians prior to a break/fix repair visit. Technicians may receive parts in any of the following methods, with the exact method for each printer location, or for a specific service incident, being the determining factor:

- UPS forward-shipping locations coordinating with a technician’s home address
- UPS forward-shipping locations located close to client locations for technician pick-up
- Shipment of parts directly to the client for technician pick-up
- Designated in-metro pick-up locations for walking technicians in densely populated cities
- Regionalized warehouses providing support for frequent replenishment of van or trunk-stock in specific geographies

HP determines the appropriate method for shipping supplies and parts according to each service level requirement in each specific geography. Shipping methods may change over the life of the contract according to proximity of HP Authorized Service Technicians to device locations.



Automatic Toner Replenishment (ATR)

When utilizing ATR, a data collection agent application reports data and alerts HP when supplies are needed. An order for supplies is initiated and fulfilled, and the client receives a replacement set of supplies. The client exchanges cartridges and returns the empties for recycling. Specific criteria must be met before this service approach can be considered. Supplies outages can occur for a number of reasons which will be explained in detail should you choose to explore use of ATR.

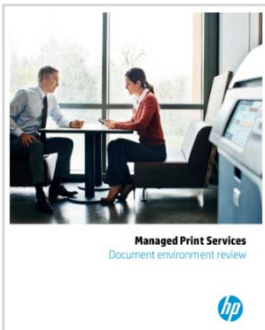
For more information, please request the following document from your sales consultant:
Learning Series: Automatic Toner Replenishment



Step 5: Account Management

HP will assign a dedicated account representative to you who will serve as your day-to-day contact. HP's account managers are MPS experts and are trained in customer support providing strategic guidance throughout the contract term.

HP's account managers are responsible for analyzing fleet data, delivering reports, conducting Customer Business Reviews (see Step 7), resolving billing issues, providing recommendations and addressing opportunities for improvement or issues as they arise.



Step 6: Reporting

HP utilizes an industry-leading analysis and reporting approach to provide extreme visibility into clients' print environments resulting in recommendations for potential office printing cost-savings and improved document management and workflow. HP's standard reports include a Document Environment Review and Trend Utilization Reports.

For more information, please request the following document from your sales consultant:
Learning Series: HP MPS Reporting Overview

Step 7: Customer Business Reviews

HP utilizes a Customer Business Review (CBR) process to address ongoing, active management of our clients' print environments. Every 3-6 months, your account manager will review utilization and trending reports with you, and make recommendations for relocating devices to achieve greater utilization, as well as retiring or refreshing printers to lower your overall costs of printing. CBR discussions can also uncover needs for solutions to support document management processes. CBR recommendations are intended to discover additional cost savings or identify process improvements over the term of the contract.



Step 8: Invoicing

HP invoices for service, supplies, and support on an all-inclusive, cost-per-page basis. HP MPS is a true *pay-for-print* model, meaning you pay only for the pages you print. Our agreements do

not include minimums or overage charges. Client costs are based on a single black and/or color page rate per printer engine. Invoicing typically takes place quarterly in advance and is itemized by asset. Quarterly bills are forecasted for 90 days based on the first 30 days of volume and are trued-up each quarter. Invoices can include grouping by location and/or department.

Monthly post-billing is an option and carries an up-charge. HP does not recommend it as part of our most cost-effective offering, but we recognize some organizations benefit from monthly billing processes.

Phase II: Optimize Devices



As HP monitors, services, and collects page counts for your fleet, we gather key information to make insightful optimization recommendations. After an initial service period (at least three months), your account manager will analyze gathered information and present strategic recommendations during a Customer Business Review meeting. HP will present optimization recommendations over the length of your contract to continually drive down costs.

Device Optimization

HP customizes optimization recommendations based on your objectives and goals. HP will audit, consolidate and right-size in order to balance the printing fleet. Devices are placed according to cost, usage, range and workflow.

Customized Approach

HP will meet with you to discuss your optimization goals and objectives. We will take into consideration your company culture, end-user needs and any other preferences you state. This customized approach sets HP apart from our competition. HP utilizes existing devices as much as feasible based on your budget and goals.

Optimization considerations may include:

- **Retain** – When devices are operating on an effective cost-per-page and usage volume and device capabilities are aligned, HP will recommend the devices remain as-is.
- **Replace** – HP will recommend replacing devices when they have reached the end of their useful life, or if operating on a high cost-per-page.
- **Remove** – HP often finds most clients have more devices than needed. We will recommend devices to be removed based on cost, performance and usage, with consideration for end-user productivity and needs.
- **Reposition** – Print needs change over time and sometimes simply repositioning devices or moving page volumes to another device can significantly lower your print costs.
- **Consolidate** – HP will review your fleet and provide consolidation recommendations to improve end-user productivity and satisfaction.

HP provides two types of optimization recommendations as part of our Managed Print Services contract.

User Optimization

HP helps you further optimize your print environment with an intuitive print analytics solution, JetAdvantage Insights, that provides real-time visibility into your organizations print usage. HP can help you to:

- **Set print targets** – Set monthly targets for key print cost metrics, including color, simplex, desktop and total print monthly costs per employee.
- **Outliers** – Identify outliers that are driving print costs above target.
- **Curb personal printing** – Identify high cost print users and their printing behaviors to curb excessive printing.
- **Accountability** – Track print costs by region, department or location to increase visibility and accountability of printing costs to management stakeholders.

1:1 Optimization

This optimization project is based on device types and volumes only. In this type of optimization, we can make device replacement recommendations, but we cannot make device consolidation recommendations. HP delivers a proposed 1:1 hardware replacement/reposition recommendation, a list of recommended devices for purchase and a cost-savings analysis.

Onsite Optimization

HP can provide an on-site optimization analyst to work within predefined print policies to architect an optimization solution utilizing floor plans, interviews, workflow and cost data. On-site optimizations enable consolidation, cost-savings and workflow improvements. On-site optimizations that include on-site mapping are considered as requested and qualified, and are treated as separate projects requiring a signed statement of work. HP's statement of work will outline specific deliverables. A fee may apply for this service.



Phase III: Improve Workflow

Fleet optimization represents just 10% of your total addressable costs. The remaining 90% of your costs live inside of business processes and significant cost-savings opportunities exist by implementing solutions. As one of the longest-tenured technology companies in the world, HP has developed many proprietary business workflow and printing software solutions. HP also has strong partnerships with other solutions providers to provide a wide range of software and services to meet your workflow needs. These partnerships include alliances with PaperCut (secure printing and print waste reduction for multivendor fleets) and DocuWare (document workflow management).

HP has a robust solutions portfolio to meet your current and future needs. They fall within three categories:

Security

HP Access Control

Enhance security, help reduce costs, and improve productivity in the print environment with the suite of HP Access Control (HPAC) Printing Solutions. HPAC enables you to receive print authentication, authorization, accounting, auditing, and secure pull-printing capabilities that are scalable across your organization.



PaperCut

PaperCut MF is a simple, low-cost software application allowing you to take control and manage your devices. Eliminate waste, encourage responsible behavior and make users or departments accountable for their usage. PaperCut MF includes embedded software that runs on your copier/MFP to enable tracking, control and secure print release directly from the device's panel.

JetAdvantage Security Manager

JetAdvantage Security Manager enables an effective, policy-based approach to securing HP enterprise imaging and printing devices. Print administrators and corporate security officers can streamline the process to securely deploy and monitor devices by applying a single security policy across the fleet. JetAdvantage Security Manager utilizes HP Instant-on Security and actively maintains and verifies compliance by reporting against defined security policies.



Workflow

HP Capture and Route

The HP Capture and Route solution is a cost-effective way to digitize and distribute documents faster than ever before. Using your existing MFPs, scanners, or digital senders, you can easily convert paper documents into a variety of digital formats quickly, and route the information with the touch of a button.

HP Embedded Capture

Paper-based processes can burden employee productivity and lead to rising business costs. With the HP Embedded Capture solution, clients can make scanning and routing as convenient as pressing a button to boost efficiencies and help reduce costs.



Mobility

HP ePrint Enterprise

HP's "inside the firewall" solution for secure mobile/cloud printing, HP ePrint Enterprise software suite immediately enables every HP device, old or new, to receive and print jobs that were sent to the printers and MFPs wirelessly, through e-mail-ready mobile devices such as phones, tablets, and the Apple iPad. This solution is compatible with any PCL 5 compliant printer and supports a mixed OEM environment.

A Special Offer:

Your MPS contract may include a subscription to JetAdvantage Insights to easily track and monitor printing behaviors and device use to further control print costs.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

This HP Managed Print Services and Statement of Work ("SOW") is made on the Effective Date specified below between HP Inc. ("HP") and the customer named below ("Customer") and applies to Customer's purchases and HP's provision of managed print and support services (the "Services") from HP. This SOW is governed by and subject to the TCPN MPS agreement #R5242 attached hereto. This SOW must be signed by both parties to be effective. Capitalized terms not defined herein are defined in the Agreement.

TERM: 36 MONTHS

HP WILL PROVIDE SUPPORT WHICH INCLUDES THE FOLLOWING:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Toner Cartridges | <input checked="" type="checkbox"/> Response Time - See Exhibit B | <input checked="" type="checkbox"/> Detailed Usage Reports |
| <input checked="" type="checkbox"/> Maintenance Items | <input checked="" type="checkbox"/> Cleanings at Every Technician Visit | <input checked="" type="checkbox"/> Dedicated Account Manager |
| <input checked="" type="checkbox"/> HP JetAdvantage Insights | | |

PRICING SCHEDULE

SUPPORT RATES FOR THE VARIOUS DEVICES ARE AS FOLLOWS:

MODEL	TYPE	RATE	PROG	MODEL	TYPE	RATE	PROG
HP 4700	Black	\$0.0190	MPS	HP 4700	Color	\$0.0722	MPS
HP CP4025	Black	\$0.0226	MPS	HP CP4025	Color	\$0.0784	MPS
HP CP4525	Black	\$0.0172	MPS	HP CP4525	Color	\$0.0717	MPS
HP M251/M276	Black	\$0.0328	MPS	HP M251/M276	Color	\$0.1359	MPS
HP M276	Black	\$0.0328	MPS	HP M276	Color	\$0.1359	MPS
HP M277	Black	\$0.0311	MPS	HP M277	Color	\$0.1275	MPS
HP M451	Black	\$0.0241	MPS	HP M451	Color	\$0.1116	MPS
HP M452	Black	\$0.0258	MPS	HP M452	Color	\$0.1065	MPS
HP M551	Black	\$0.0195	MPS	HP M551	Color	\$0.0799	MPS
HP M553	Black	\$0.0180	MPS	HP M553	Color	\$0.0702	MPS
HP M750	Black	\$0.0215	MPS	HP M750	Color	\$0.0767	MPS
HP 3300	Mono	\$0.0278	MPS	HP 3390	Mono	\$0.0289	MPS
HP 5200	Mono	\$0.0199	MPS	HP M1212/M1217	Mono	\$0.0348	MPS
HP M1536	Mono	\$0.0315	MPS	HP M225	Mono	\$0.0287	MPS
HP M2727	Mono	\$0.0219	MPS	HP M401/M425	Mono	\$0.0235	MPS
HP M402	Mono	\$0.0184	MPS	HP M426	Mono	\$0.0208	MPS
HP M527	Mono	\$0.0223	MPS	HP M602/M603	Mono	\$0.0145	MPS
HP P1606	Mono	\$0.0315	MPS	HP P2035	Mono	\$0.0314	MPS
HP P2055	Mono	\$0.0229	MPS	HP P3015	Mono	\$0.0188	MPS

SERVICE LEVEL DEFINITIONS (PROG).

Managed Print Services (MPS): Includes toner cartridges, maintenance kits, parts and repairs.

Support programs also include cleanings at every service visit, a dedicated account manager and/or MPS consultant, detailed usage reports, and phone support. Upon receipt of all supplies provided by HP under this Agreement, Customer shall be responsible for their safekeeping and shall reimburse HP, at the then-current retail list price, for any supplies that are lost, stolen or damaged. Except to the extent that a specific requirement is set out in this SOW, HP will manage the method and provision of the support programs in its sole discretion.

HP encourages Customer to use HP's cartridge return program for empty laser and ink cartridge disposal. See www.hp.com/recycle for details.

Special note for HP Officejet Pro commercial inkjet devices with cartridge cartridges (DOES NOT APPLY TO THE OJP X series): Service pricing allows for unit replacement (as a service part) for a maximum of 4 years from the device release/introduction date. After this time, Customer will be responsible for device replacement. At HP's discretion, Customer may be issued a credit towards device replacement. NOTE:



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

Replacement devices are property of Customer (or the lease company) unless specifically identified by HP and shall remain under support for the term of the original contract. Supplies will be shipped to Customer and it will be responsibility of Customer to replace the ink cartridges.

Response Times: HP offers four response times depending on locations:

HP Premium – Priority 2-Hour Response with toner installation (available in limited markets only)

HP Priority – Priority 4-Hour Response, toner drop ship

HP Advantage – Next Business Day Response, toner drop ship

HP Extended Reach – Depending on location, it may be greater than NBD response

TERM, TERMINATION & RENEWAL. The term of this SOW will begin on the SOW Effective Date and will continue for the Term indicated above. This SOW will automatically renew for successive twelve (12) month terms unless (i) HP is notified, in writing, of Customer's intention not to renew at least sixty (60) days before the Term expiration; or (ii) HP notifies Customer of its intent not to renew. Rates listed in the Pricing Schedule above are fixed for the initial Term of this SOW. HP reserves the right to increase the rates at each renewal. HP will provide Customer with written notice of any rate increases at least ninety (90) days prior to each renewal.

HP and Customer agree that should the legislative body responsible for adopting the Customers' budget for the current year and/or any subsequent years covered under this Agreement not appropriate sufficient funds specifically for the services covered by this Agreement, this Agreement shall no longer be in force and effect. Customer shall certify and provide evidence to HP of insufficient appropriations. Customer agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a different service provider. If this Agreement is terminated for insufficient appropriations, Customer agrees to pay HP for all Services performed, and any and all charges and expenses then due HP under this Agreement.

Customer may only terminate this Agreement in the event of HP's non-performance. HP will have thirty (30) days from Customer's written notice to cure such concerns. If HP's cure does not resolve Customer's concerns within the thirty (30) day period, this Agreement will terminate ninety (90) days after the written notice was received.

This Agreement may not be cancelled for convenience by Customer. In the event of early termination of this Agreement for any reason other than Customer's insufficient appropriations as described above or HP's non-performance, HP, in its sole discretion, may assess Customer the number of impressions estimated to be remaining for the term of this Agreement based on the most recent historical impression counts ("Termination Penalty"). Upon termination of this Agreement, Customer will pay HP for all Services performed, and all charges and expenses then due HP under this Agreement, including any applicable Termination Penalty.

HP reserves the right to terminate this Agreement at any time.

DEVICES COVERED UNDER THIS AGREEMENT. The rates listed in the Pricing Schedule above and the terms contained herein are offered based on supporting all eligible devices within the organization and keeping the remote monitoring software active. All devices of a similar model/series must be enrolled in the support program unless a specific written exception is granted. Devices can only be removed from the support program if they are taken out of service and permanently removed from a supportable location. Additional devices may be added at any time if HP currently provides support for that model/series. Supportable devices that are added at a later date that are not currently included in the Pricing Schedule will be added at the then current rate. Devices must be in a working condition prior to being enrolled in this program. If a device to be added to this Agreement is not new, HP will determine if repairs are required to bring the device to a working condition. If repairs are required, HP may provide those parts and repairs at HP's standard parts and service rates. If a mono device to be enrolled has a "toner low" condition, Customer will be invoiced 50% of the retail price of a new toner cartridge. On color devices, any toner cartridges that are "toner low" upon setup beyond the first cartridge will be invoiced at retail price. Customer agrees to follow correct device operation guidelines as specified by the manufacturer.

In the event that a device reaches defined end of service-life or if HP cannot acquire spare parts with commercially reasonable efforts, HP may terminate Services for the respective device and potentially all like devices.

HOURS OF SERVICE. HP's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. local time. Service requests can be made 24x7 via phone voice mail or electronically (service portal). HP does not provide Services during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

HP does not provide office support, but does provide technician support during the following holidays:

- Martin Luther King Day
- Presidents' Day
- Friday following Thanksgiving
- Christmas Eve
- HP company-wide shut down between Christmas and New Year's Day

After-hours service is only available in limited areas for US \$150.00 per incident. After-hours service is not available in all areas.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

PRICING, CUSTOMER REQUIREMENTS. Pricing will be billed at the per impression rates by device model/series as listed in the Pricing Schedule. One impression is equal to one 8 1/2" x 11" page or one 8 1/2" x 14" page. Color rates will apply to all impressions with printed color. Duplex printing equals two impressions. Customer is responsible to keep the remote monitoring software installed, active, and fully reporting at all locations and on all supported devices during the term of this Agreement. Customer is responsible for assisting in a timely installation of the remote monitoring software and for keeping the remote monitoring software active. Customer understands that if the remote monitoring software is de-activated, HP will not be able to receive "Toner Low" or "Service Alert" messages from devices and HP will not be held to the response time commitments listed in Exhibit B. Upon either notice or discovery of a non-reporting device, Customer shall promptly return the Device to a reporting condition. Customer may be responsible for manually reporting impression counts for non-networked devices or for non-reporting devices to ensure current and accurate data for billing and reporting purposes. Customer acknowledges that Customer has no ownership of software provided by HP, including the remote monitoring software. Subject to the terms of this Agreement, Customer agrees to allow HP the right to collect and use data through the remote monitoring software.

HP also uses the remote monitoring software to collect impression counts for billing. If HP is unable to retrieve impression counts for billing, HP will invoice Customer with an estimated billing at the recent historical billing interval impression count for each device. If an estimated billing occurs, HP will credit Customer for any over-billing and Customer agrees to pay HP for any under-billing that is discovered once the impression counts are reconciled. HP may change credit terms or payment terms due to materially adverse changes in Customer's financial condition or payment history.

Special note for devices not capable of reporting page counts: There are some older printers or devices more suited for personal use that are unable to report page counts for regular collection. For these models, pricing will be based on actual ink or toner cartridges delivered to Customer during the billing period. HP will use the manufacturer's stated yield as assumed use for each cartridge, multiplied by the impression rates listed in the Pricing Schedule; actual impression counts will not be reported. This only applies to devices unable to report page counts for regular collection. This does not apply to devices that are capable of reporting page counts, but which are not reporting page counts as a result of the monitoring software being de-activated or otherwise failing.

Special note for devices requiring JetAdvantage Management (JAM) software: There are certain devices, designated as mSKU devices in the Pricing Schedule above, which require that additional software, JetAdvantage Management (JAM), be installed in order for the benefits of the mSKU devices to be realized. Customer is responsible for assisting in a timely installation of JAM and for maintaining and ensuring that JAM and any mSKU devices are installed and working properly in conjunction with one another. If Customer uses non-OEM supplies with any mSKU devices, then JAM may not function properly, it may be disconnected, and any benefits thereof may be discontinued. If JAM or an mSKU device is not properly installed or working correctly nor used in conjunction with one another, then any associated benefits of JAM and mSKU devices are temporary and subject to change. This includes increasing the per impression rates listed for the mSKU device in the Pricing Schedule to those rates designated for non-mSKU devices. This section only applies if the Pricing Schedule, or an addendum thereto, specifically includes mSKU devices.

HP JETADVANTAGE INSIGHTS. If HP JetAdvantage Insights is included as a part of this Schedule, then Customer also agrees to the terms and conditions with respect to HP JetAdvantage Insights located at <https://files.insights.hpondemand.com/files/SaaS/JAISaaS101815.pdf>.

TONER COVERAGE. HP regularly reviews toner consumption. If it is discovered that there are devices that are printing with greater than 7% toner coverage for mono, and 28% toner coverage for color, HP will notify the Customer in writing. HP will work with Customer to correct this problem by making recommendations that may include but are not limited to print policy changes, workflow changes, and device changes. If after sixty (60) days, Customer has not or will not make changes to reduce toner coverage below these limits, HP may increase the rates by the same percentage that the toner coverage exceeds the targets. Those increased rates will remain in place until the next annual review.

DEVICE OBSOLESCENCE. When the manufacturer no longer supports a device and replacement parts are no longer available for that device model/series, HP will make reasonable commercial efforts to continue to provide Service for the device, but HP reserves the right to discontinue providing Services on the respective device and potentially all like devices. If the respective device has been on contract for greater than three (3) months, then a standard credit will be provided towards the purchase of an HP printing device.

ITEMS NOT COVERED. The following items are not covered under the Services: paper, staples, font cartridges, firmware upgrades, third-party SIMM or DIMMs, accessories, and all external interface cards. Imaging supplies provided by HP under this Agreement remain the property of HP at all times.

REMOVAL OF PERSONALLY IDENTIFIABLE INFORMATION (PII). In the event that Customer requests that HP repair or replace a device, Customer shall have completed final data disposition of any Customer PII on such device, e.g. encryption, overwriting or degaussing, prior to the repair and/or delivery of such device to HP.

SOW REVISIONS. If the assumptions and/or circumstances used to create the Pricing Schedule are found to be incorrect or misstated or to have substantially changed, then HP and Customer shall meet and in good faith negotiate equitable changes to the SOW, which may include, but is not limited to, adjusting rates and/or service level commitments. Any changes will only have effect for the future without any retroactive effect on any rates or charges that have already been invoiced. HP will not be liable for failure to meet any obligations in this SOW to the extent such failure is due to delayed, false, or inaccurate information provided by Customer.

INVOICING. HP will invoice quarterly in advance, based on the impressions made during the previous quarter. Invoice terms are Net 30.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

HP and Customer agree by application of their duly authorized representative's respective signatures below that this SOW should become effective as of the SOW Effective Date.

SOW EFFECTIVE DATE: September 1, 2016

Agreed to by: **HP INC.**

Authorized Signature: _____

Print Name: Kelly Larsen, Dir US MPS Specialty Sales

Date: _____

Address: 11311 Chinden Blvd.
MS 305
Boise, ID 83714

Contact Name: _____

Phone: _____

Email: _____

Fax: _____

Agreed to by: **CITY OF LEESBURG**

Authorized Signature: _____

Print Name: _____

Date: _____

Address: 501 W. Meadow Street
Leesburg FL 34748

Contact Name: Sonja Vicchiollo

Phone: (352) 728-9717

Email: sonja.vicchiollo@leesburgflorida.gov

Fax: N/A

Attest:

City Clerk

Approved as to Form:

City Attorney



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

EXHIBIT A: HP CUSTOMER TERMS – SUPPORT AGREEMENT

1. Parties. These terms represent the agreement (“**Agreement**”) that governs the purchase of support services from the HP Inc. entity identified in the signature section above (“**HP**”) by the Customer entity identified above (“**Customer**”). HP and Customer may be individually referred to as “**Party**”, and collectively as the “**Parties**”.

2. Orders. “**Order**” means the signed HP Managed Print Services and Statement of Work including any supporting material which the Parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) support product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements.

3. Prices and Taxes. Initial prices will be as quoted in writing by HP. Prices are exclusive of taxes, duties, and fees (including installation) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

4. Invoices and Payment. Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

5. Support Services. HP's support services will be described in the Order and any applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer devices supported.

6. Eligibility. HP's service, support and warranty commitments do not cover claims resulting from: (1) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material; (2) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP; (3) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service; (4) malware (e.g. virus, worm, etc.) not introduced by HP; or (5) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

7. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

8. Change Orders. Both Parties agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to add additional service locations will require an Addendum signed by both Parties. Additional models/series of devices not currently priced on the Order will be added at the then-current rates.

9. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

10. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.

11. Intellectual Property Rights Infringement. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services.

12. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose, except as otherwise required by law. Confidential information, classified as such under Florida law, will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) the protection period will be identified at the time of disclosure or prior to the expiration of the 3-year disclosure period. These obligations do not cover information that: i) was known or becomes known to the receiving Party without obligation of confidentiality; ii) is independently developed by the receiving Party; or iii) where disclosure is required by law or a governmental agency.

13. Personal Information. Each Party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to

have access to personally identifiable information (“**PII**”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.

14. Global Trade compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. HP may suspend its performance under this Agreement to the extent required by laws applicable to either Party.

15. Limitation of Liability. HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either Party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

16. Disputes. If Customer is dissatisfied with any services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Director (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

17. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Termination. Either Party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either Party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other Party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties' respective successors and permitted assigns.

19. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both Parties. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.

20. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.



HP MANAGED PRINT SERVICES AND STATEMENT OF WORK

EXHIBIT B – SLAs by LOCATION

Address	City	State	ZIP	Response Time	Toner Install
204 N 5 th Street	Leesburg	FL	34748	HP Advantage	No

Response Times: HP offers 4 response times depending on locations:

HP Premium – Priority 2 Hour Response with toner installation (available in limited markets only)

HP Priority – Priority 4 Hour Response, toner drop ship

HP Advantage – Next Business Day Response, toner drop ship

HP Extended Reach – Depending on location, it may be greater than NBD response



AGENDA MEMORANDUM

Item No: 5.B.4.

Meeting Date: July 25, 2016

From: Mike Thornton, Purchasing Manager for
Ken Thomas, CRA Manager

Subject: Resolution authorizing execution of the agreement for design professional services for the West Leesburg Neighborhood Resource Center

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the agreement with CPH, Inc. for professional design services for the West Leesburg Neighborhood Resource Center for an amount not to exceed \$127,683.00.

Analysis:

The purpose of this contract is to engage CPH, Inc. to provide engineering and architectural services for the West Leesburg Neighborhood Resource Center. On June 13, 2016 the commission approved Resolution 9806 accepting the final ranking of the Request for Qualifications 160263 and directing staff to negotiate a design services contract with CPH, Inc.

Staff have negotiated the attached Scope of Services and professional fee for these services. The Scope of Services generally consists of:

- Engineering Services – Site Engineering, building siting, utilities, and Stormwater. All documents necessary for permitting with regulatory agencies.
- Geotechnical Engineering – Subsurface soils investigation.
- Landscape Architecture – Design of the landscape, hardscape, and irrigation system.
- Surveying – Boundary and topographic surveys. This will be required for site engineering and for replatting and rezoning of the property.
- Architectural Services – Schematic design, design development including public meetings, creation of construction documents, permitting, and working with the City's Construction Manager as General Contractor.

Options:

1. Approve the resolution authorizing execution of the Agreement with CPH, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The cost of these services are funded with available CRA 2009 note funds.

Submission Date and Time: 7/20/2016 3:13 PM

Department: <u>CRA</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>017-6190-559-3130</u> Project No. <u>170001</u> WF No. <u>970287</u> Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH CPH, INC. FOR DESIGN SERVICES
RELATED TO THE WEST LEESBURG NEIGHBORHOOD
RESOURCE CENTER FOR AN AMOUNT NOT TO EXCEED
\$127,683.00; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with CPH, INC. whose address is 500 West Fulton Street, Sanford, FL 32771 (email address: njindal@cphcorp.com) for professional design services for the West Leesburg Neighborhood Resource Center pursuant to Request for Qualifications 160263.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 25th day of July in the year 2016, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **CPH, INC.** whose address is 500 West Fulton Street, Sanford, Florida 32771 (hereinafter referred to as the “PROFESSIONAL” or “CONSULTANT”).

WHEREAS, the CITY issued Request for Qualifications 160263 to contract with a qualified professional or firm to provide professional services in preparing a design for the West Leesburg Neighborhood Resource Center.;

WHEREAS, the PROFESSIONAL has been selected as the top ranked firm among all firms submitting proposals;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Services.** The PROFESSIONAL shall perform the services as described in ATTACHMENT “B” – SCOPE OF SERVICES. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.
- 2. Compensation.** Compensation shall be in accordance with the professional services compensation included in ATTACHMENT “C”. The cost of the services shall not exceed **\$127,682.60** unless the CITY has executed a written change order approving any increase in price.
- 3. Payment.** CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.
- 4. Authorized Expenses.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.
- 5. Term.** The term of this Agreement shall be for a period of two (2) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a Notice to Proceed.
- 6. Termination.** All or part of this Agreement may be terminated under the following conditions;
 - a. For Convenience**
 - i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
 - ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps,

photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. **Termination for Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
 - 1. Perform the services within the time specified in this contract or by CITY approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the Owner:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than [180] days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7. Insurance. The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."

- A.** The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- B.** All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C.** The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- D.** The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

- E.** The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- F.** All liability insurance, except professional liability, shall be written on an occurrence basis.
- G.** The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H.** Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- I.** Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- J.** The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

- K.** The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- L.** The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- M.** The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- N.** The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

8. Indemnification. The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, subsubcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

9. Codes, Laws, and Regulations. PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

10. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

11. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

12. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

13. Contingent Fees Prohibited. The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

14. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

15. Independent Contractor. The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall

be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

16. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

17. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

18. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

19. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be **Nik Jindal, GCC – Vice President/Associate**. The primary contact person under this Agreement for the CITY shall be **Ken Thomas, CRA Manager**.

20. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to Request for Qualification 160263 are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

21. Subcontractors. The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

22. Disclosure of Conflict. The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

23. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

24. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

“CPH, INC.”

By: _____

Printed: _____

Its: _____
Title

ATTACHMENT “A”

SCOPE OF SERVICES

- I. **Scope of Services.** The Scope of Services is as described in ATTACHMENT “B” to provide services to prepare and deliver a completed engineering and architectural design for the West Leesburg Neighborhood Resource Center.
- II. **Request for Qualifications (RFQ) Document.** RFQ 160263 document is incorporated by reference and made a part hereof.
- III. **Submitted Proposal.** The proposal submitted by PROFESSIONAL in response to RFQ 160263 is made a part hereof.
- IV. **Compensation.** PROFESSIONAL shall be paid not more than once monthly for work performed under this agreement. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for this project, the project name, and the services performed. All services performed should be annotated in order to reconcile to the Project Cost Breakdown.
- V. **Guidelines for Reimbursable Expenses.** Reimbursable expenses are legitimate expenses incurred by the PROFESSIONAL in addition to fees for basic and additional services for actual expenditures as expressly allowed under this Agreement. Reimbursable costs incurred internally shall be documented in the manner acceptable to the CITY (e.g., copy logs, etc.). The following are acceptable reimbursable items:
 1. Electrostatic copies.
 2. Blueprinting.
 3. Color copies.
 4. Incoming faxes.

Standard overhead costs that are not allowed as reimbursable expenses include, but are not limited to: telephone, rent, taxes, office supplies, computer costs, CAD costs, cost of establishing and maintaining a web site, etc.
- VI. **Hourly Rates.** ATTACHMENT “D” details the hourly rates by position for the PROFESSIONAL. Any additional work required under this Agreement shall be authorized in writing and shall be calculated at the Hourly Rates included in ATTACHMENT “D”.

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SCOPE OF SERVICES

**CITY OF LEESBURG
WEST LEESBURG NEIGHBORHOOD RESOURCE CENTER
IN
LEESBURG, FL**

July 11, 2016

**CPH, Inc.
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

BASIC SERVICES OF THE CONSULTANT

PART I

PROJECT DESCRIPTION

The City of Leesburg has requested that CPH, Inc. provide a scope of work for professional engineering/architectural services to: (1) Prepare a Final Site Plan for the West Leesburg Neighborhood Resource Center located at the corner of Schoolview Street and CR 468 including site infrastructure. . (2) Prepare a landscape/hardscape and irrigation plan to support the final site plan; (3) Prepare a boundary and topographic survey for the City owned parcel; (4) Prepare the architectural building plans including elevations, floor plans, mechanical/electrical/plumbing of the approximately 7,000SF Neighborhood Resource Center; (5) Coordinate geotechnical subconsultant for geotechnical borings for the site.

SCOPE OF SERVICES

TASK 1 – ENGINEERING SERVICES

1.1 PRELIMINARY DESIGN

Based on the CITY approved Conceptual Site Plan; CPH will prepare the Preliminary Engineering Plans. The preliminary plans will include the site dimension plan, as well as the preliminary infrastructure design to the proposed site. Plans will be prepared in accordance with the City of Leesburg, St. Johns River Water Management District (SJRWMD) and the Florida Department of Transportation Florida (FDOT). Storm Water Management will be designed in accordance with the current standards of the Local jurisdiction, and will include the “Best Management Practices” proposed by the SJRWMD. Plans will be supplied to the CITY in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24” x 36”) plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the Local jurisdictions. The plans and data will be reviewed with the CITY, prior to submitting the plans to the Local jurisdictions. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

ATTACHMENT "B"

1.2 FINAL DESIGN

Based on the CITY approved Preliminary Engineering Plans; CPH will prepare the Final Engineering Plans (Construction Plans). The final plans will include but may not be limited to the following sheets:

- Cover Sheet
- Boundary and Topographic Survey
- Demolition Plan
- Dimensional Site Plan
- Grading Plan
- Drainage Plan
- Utility Plan
- Sedimentation/ Erosion Control Plan
- Paving and Drainage Details
- Striping and Signage Details
- Utility Details
- Sedimentation/ Erosion Control Details
- General Notes and Specifications
- Landscape Plan
- Landscape Details
- Irrigation Plan
- Irrigation Details

Final Engineering plans will be prepared in accordance with the City of Leesburg, SJRWMD, and FDOT. Storm Water Management will be designed in accordance with the current standards of the Local jurisdiction, and will include the "Best Management Practices" proposed by SJRWMD. Plans will be supplied to the CITY in PDF electronic format at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be legible, complete in design, and suitable for submittal to the Local jurisdictions for final review and approval. The plans and data will be reviewed with the CITY, prior to submitting the plans to the Local jurisdictions. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CITY after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

1.3 PERMITTING

Upon receipt of the CITY's approval of the respective plans listed above, CPH will prepare the permit applications and support data for the applicable regulatory agencies, including;

- Lake County – ROW Use Permit
- City of Leesburg – Site Permit
- SJRWMD Stormwater ERP
- FDEP – Water and Wastewater Exemption

If during the feasibility phase, any other agencies are identified as required to approve the project, an amendment to this agreement will be prepared. Unless specifically noted in this contract, no Rezoning, Land Use Changes, or Special Use Permits are included in this task. CPH will coordinate the processing of the applications through the regulatory agencies,

ATTACHMENT "B"

including attendance to a limited number of meetings with the agencies that may be necessary to receive the approval. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, and two (2) response to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CITY will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CITY will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CITY will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

1.4 PROJECT COORDINATION

1.4.1 – CONSULTANT COORDINATION

CPH, as the project Civil Consultant, will take the lead in coordinating the services of the other subconsultants, including monitoring the scheduling of the consultants services in relation to project submittal milestones, assembly of submittal packages for the regulatory agencies, and coordination of the various professional designs for uniformity of the designs. CPH will schedule and preside over team coordination meetings, as necessary. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

1.4.2 – PUBLIC MEETINGS

CPH will coordinate with the city to attend public meetings/workshops during the design process for public participation. Included in this scope is the attendance of two (2) meetings anticipated during the preliminary and final design phase. CPH will provide visual boards and handouts during the meeting and provide a project summary during the meeting. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates.

1.4.3 - PHASED CONSTRUCTION

The CITY intends to do phased construction starting with the site work as soon as the design is complete and fully permitted.

TASK 2 - LANDSCAPE ARCHITECTURE

2.1 PRELIMINARY LANDSCAPE/HARDSCAPE DESIGN

CPH will prepare a Preliminary Landscape and Hardscape Plan for buffers, parking lot, entry signage, and courtyard area which will include foundation plantings surrounding the buildings, landscape islands, and open space areas. The preliminary landscape plan will be designed for all parcels involved with the redevelopment project in compliance with City's

ATTACHMENT "B"

design criteria, Local Jurisdiction's minimum Landscape Code requirements and respond to pre-application comments. CPH will coordinate closely with the city before and during this phase. The plan will be drawn to scale over the base provided by the City and will indicate design intent, but not be at the construction document level. Plant types and descriptions will be identified but not plant quantities.

2.2 FINAL LANDSCAPE/HARDSCAPE DESIGN

Upon CITY's approval of the Preliminary Landscape and Hardscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan for all parcels involved with the redevelopment project that will be a refined drawing of the preliminary plan that is responsive to review comments from the CITY. This drawing will be a construction document and include a plant list with plant names, quantity and description, planting and hardscape details, and general notes regarding implementation requirements.

2.3 IRRIGATION DESIGN

Pursuant to CITY's approval of the Final Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system separated per parcel involved with the redevelopment project that responds to the requirements of the landscape design, CITY's design criteria and minimum requirements. This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

TASK 3 - SURVEYING

3.1 BOUNDARY SURVEY

Perform a Boundary Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida of Kristen Subdivision, as recorded in Plat book 27, Page 55, Public Records of Lake County, Florida (containing approximately 5.78 acres).

- Title Commitment Review as provided by the city. (This is to include one review, if additional reviews are necessary; an Extra Work Authorization will be required.)
- Signed and Sealed Survey

Note: This is not an ALTA/NSPS Land Title Survey.

3.2 TOPOGRAPHIC SURVEY

Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida of Parcel Identification Number 12-22-27-6496-19-000 (containing approximately 19.2 acres).

- 50' topographic grid of site.
- Location of existing visible above ground improvements & visible utilities within scope.
- Horizontal and vertical locations at a 50' grid for full apparent right-of-way along existing adjacent roadways.

ATTACHMENT "B"

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Tree Location, State Plane Coordinates, Ordinary High Water/Mean High Water and Underground Utility Location/Designation.

NOTE: Extended periods of inclement weather can adversely affect the day-to-day availability of field work and therefore drastically change the timeline for project completion.

TASK 4 - ARCHITECTURAL SERVICES

4.1 SCHEMATIC DESIGN

CPH will prepare schematic design drawings defining the building orientation, layout, size, overall appearance and basic construction technology of the project. CPH will present this schematic design in a workshop session, and make appropriate refinements resulting from the workshop. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

4.2 DESIGN DEVELOPMENT

Based on the approved schematic design, CPH will prepare design development drawings to establish architectural systems, and to review various options for building components. The intent of this phase will be to establish the most economical methodology for the building. The design options will be reviewed, including a value engineering and constructability review, with the CITY and the CITY's Construction Manager as General Contractor (CMGC) for approval to proceed to construction documents. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

4.3 CONSTRUCTION DOCUMENTS

Based on the CITY'S approval of the design development design and design options above, CPH will prepare architectural and engineering construction plans for the proposed building with related specifications, suitable for permitting and construction of the project. The building plans will include; architectural design and details, structural engineering design and details, MEP design and details, and site lighting design and details. Plans will be supplied to the CITY in PDF electronic format at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the City of Leesburg for final review and approval. The plans and data will be reviewed with the CITY, prior to submitting the plans to the Local jurisdiction of the City of Leesburg. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CITY after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

4.4 PERMITTING

CPH shall provide signed and sealed Building Permit Submittals, necessary for permitting, which may include plans, specifications and / or calculations. Permitting Phase shall also include responding to up to two (2) rounds of responses to comments from Building Department, up to two (2) meetings with Building Department, and providing revised

ATTACHMENT "B"

Drawings and specifications for modification, clarification or additional documents to comply with requirements for obtaining a Building Permit. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CITY will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CITY will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CITY will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

Delivery of final drawings will be in the form of computer disks, Cad plots, or blueprints, according to your request and reproduction needs. CPH shall provide the necessary sets of sealed construction documents as required for plan reviews and permits by the Building Department.

4.5 CONSTRUCTION CONTRACT ADMINISTRATION

After the bidding phase, the architect and engineering shall provide Construction Contract Administration Services throughout the construction phase of the project as outlined in the fee for this project. These services shall include six (6) on-site observations, coordination with the CITY's consultants, clarification of construction documents, review/respond to contractor's RFI, provide supplemental drawings and specifications, and review contractor's submittals (shop drawings) only for general conformance with design concept of the project. CPH may also maintain record of submittals. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

TASK 5 - GEOTECHNICAL ENGINEERING

5.1 SUBSURFACE SOILS INVESTIGATION

SUBCONSULTANT will perform a subsurface exploration of the site, sampling and testing the subsurface materials and observation of the ground water conditions on the site, to the depths of the borings. SUBCONSULTANT will identify any pertinent physical and engineering characteristics of subsurface materials encountered during sampling and testing. SUBCONSULTANT will make recommendations of the type or types of foundations and pavement sections that would be suitable for the proposed project and provision of data for use in foundation and pavement design and construction. The quantity, location and depth of proposed borings are provided in the attached proposal from Bechtol Engineering and Testing, Inc. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

ATTACHMENT "B"

CITY-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CITY. In the performance of these services, CPH will coordinate its efforts with the City's Construction Manager as General Contractor and other project team members as required. The CITY shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CITY to provide current boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CITY may have access.

CPH will rely upon the accuracy and completeness of CITY-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CITY and is exclusive of CITY and local review of interim products. If the CITY requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CITY will be informed when the services are about to exceed this limit.

Task No.	Phase Description	Billing Method	Labor	Expenses	Total
1	ENGINEERING SERVICES	Lump Sum	\$42,879.98	\$1,500.00	\$44,379.98
2	LANDSCAPE ARCHITECTURE	Lump Sum	\$9,497.64	\$300.00	\$9,797.64
3	SURVEYING	Lump Sum	\$5,002.94	\$150.00	\$5,152.94
4	ARCHITECTURAL SERVICES	Lump Sum	\$62,102.04	\$3,250.00	\$65,352.04
5	GEOTECHNICAL ENGINEERING	Lump Sum		\$3,000.00	\$3,000.00

Total Work Order Amount \$127,682.60

Reimbursable Expenses

As noted above, the fees are inclusive of other direct expenses and subconsultant services, without increase. Direct expenses and subconsultant costs will be specifically identified in periodic invoicing, and include such items as photocopies, blueprints and plots, etc. Payment

ATTACHMENT "B"

will be made monthly per the Contract between the CITY and the CONSULTANT, based on invoices submitted which will indicate the hours expended and expenses incurred during that billing cycle.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Expert witness for litigation.
- Construction staking.
- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Structural Engineering design of retaining walls.
- Change Order preparation.
- Pay request review
- Review of an alternative product in lieu of the product called for on the plans and specifications.
- Special meetings with agencies, other consultants or CITY not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Special requests by lending institutions or other parties not essential to completing the work described in the Scope of Services
- Permitting efforts relating to obtaining variances for the site development including tree issues, setbacks, parking, etc.
- Design of hardscape features including but not limited to structures, fountains, or lighting
- Storm water modeling and/or analysis of the existing storm water pond system for retrofitting of the existing site
- Traffic studies or signalization design
- Easement or right-of-way vacation or dedication services or platting services
- Design and permitting of buildings and structures including bridges, retaining walls, etc.
- Design and/or permitting efforts associated with the site improvements (paving, grading, drainage, utilities, etc.) for future phases of the project
- Services resulting from changes made by CITY following the completion of specific project tasks that require re-work by CPH
- Wetlands Permitting
- Flood Plain Analyses
- Site Specific Maintenance of Traffic Plans
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

ATTACHMENT "C"

TASK NO.	TASK DESCRIPTION	LABOR CATEGORIES & HOURLY RATES																		Total Hours Per Task	Expenses	Total Labor	Subtotal		
		Principal	Sr. Project Manager	Project Manager	Professional Engineer	Project Engineer	Principal Structural Engineer	Principal MEP Engineer	MEP Project Designer	MEP Design Technician	Principal Architect	Senior Architect	Senior Architect Designer	Principal Landscape Architect	Senior Landscape Architect	Principal Surveyor	Survey Crew (2 Man)	Sr. Design Technician	Sr. CADD Technician					Clerical III	
		\$196.20	\$158.12	\$110.63	\$97.08	\$75.67	\$141.84	\$148.92	\$70.15	\$64.90	\$156.70	\$123.40	\$92.19	\$141.48	\$116.29	\$143.61	\$127.82	\$81.21	\$66.08					\$49.80	
Labor - Fixed Fee																									
1.0	ENGINEERING SERVICES PHASE																					\$44,379.98			
1.1	Preliminary Design	2	4	6	20	40											40	100	8	220	\$250	\$16,911.86			
1.2	Final Design	1	2	4	15	30											40	70	8	170	\$250	\$12,953.66			
1.3	Permitting			10	20	80													20	130	\$500	\$10,097.50			
1.4	Project Coordination		8							8									8	24	\$500	\$2,916.96			
	SUBTOTAL	3	14	20	55	150	0	0	0	0	8	0	0	0	0	0	80	170	44	544	\$1,500.00	\$42,879.98			
2.0	LANDSCAPE ARCHITECTURE																					\$9,797.64			
2.1	Preliminary Landscape/Hardscape Design												4	12				30	8	54	\$100	\$4,342.20			
2.2	Final Landscape/Hardscape Design												4	12				20	2	38	\$100	\$3,382.60			
2.3	Irrigation Design												2	4				14	2	22	\$100	\$1,772.84			
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	10	28	0	0	0	64	12	114	\$300.00	\$9,497.64			
3.0	SURVEYING																					\$5,152.94			
3.1 & 3.2	Boundary and Topographic Survey														6	16	16		16	54	\$150	\$5,002.94			
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	6	16	16	0	16	54	\$150.00	\$5,002.94			
4.0	ARCHITECTURAL SERVICES																					\$65,352.04			
4.1	Schematic Design					2	4	16	30	2	8	16					16	16	8	118	\$500	\$9,479.44			
4.2	Design Development					2	8	20	20	2	8	20					32	32	8	152	\$500	\$12,432.12			
4.3	Construction Documents					4	16	40	40	4	16	40					60	60	26	306	\$1,000	\$24,773.08			
4.4	Permitting					2	2			2	16								4	26	\$1,000	\$3,068.52			
4.5	Construction Contract Administration					8	8			4	60								40	120	\$250	\$12,348.88			
	SUBTOTAL	0	0	0	0	0	18	38	76	90	14	108	76	0	0	0	0	108	108	86	722	\$3,250.00	\$62,102.04		
Subconsultant - Fixed Fee																									
5.0	GEOTECHNICAL ENGINEERING																					\$3,000.00			
5.1	Subsurface Soils Investigation																					\$3,000.00			
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$3,000.00			
																					TOTAL	\$127,682.60			

ATTACHMENT "D"

The City of Leesburg Professional Engineering Consulting Service

Billable Hourly Rate Computation - CPH, Inc.

7/6/2016

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for the The City of Leesburg. These rates will be used throughout the duration of the Contract:

OVERALL MULTIPLIER

2.95

Individual classification for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Principal	\$66.51	2.95	\$196.20
Senior Project Manager	\$53.60	2.95	\$158.12
Project Manager	\$37.50	2.95	\$110.63
Professional Engineer	\$32.91	2.95	\$97.08
Project Engineer	\$25.65	2.95	\$75.67
Project Designer	\$33.22	2.95	\$98.00
Senior Traffic Engineer	\$39.38	2.95	\$116.17
Traffic Engineer	\$27.88	2.95	\$82.25
Environmental Scientist Director	\$48.08	2.95	\$141.84
Senior Environmental Scientist	\$38.07	2.95	\$112.31
Lead Environmental Scientist	\$27.79	2.95	\$81.98
Environmental Scientist	\$33.00	2.95	\$97.35
GIS Analyst	\$28.72	2.95	\$84.72
Principal Planner	\$44.57	2.95	\$131.48
Sr. Planner	\$40.79	2.95	\$120.33
Principal Architect	\$53.12	2.95	\$156.70
Senior Architect	\$41.83	2.95	\$123.40
Senior Architectural Manager	\$34.02	2.95	\$100.36
Architect	\$34.61	2.95	\$102.10
Senior Architectural Designer	\$31.25	2.95	\$92.19
Architectural Designer	\$25.49	2.95	\$75.20
Architect Coordinator	\$20.28	2.95	\$59.83
Principal Structural Engineer	\$48.08	2.95	\$141.84
Senior Structural Engineer	\$40.87	2.95	\$120.57
Structural Engineer	\$25.00	2.95	\$73.75
Principal MEP Engineer	\$50.48	2.95	\$148.92
Senior MEP Project Engineer	\$36.06	2.95	\$106.38
MEP Project Engineer	\$30.53	2.95	\$90.06
MEP Project Designer	\$23.78	2.95	\$70.15
MEP Design Technician	\$22.00	2.95	\$64.90
Principal Landscape Architect	\$47.96	2.95	\$141.48
Senior Landscape Architect	\$39.42	2.95	\$116.29
Project Coordinator	\$21.77	2.95	\$64.22
Senior Design Technician	\$27.53	2.95	\$81.21

ATTACHMENT "D"

Individual classification for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Design Technician	\$25.53	2.95	\$75.31
Senior CADD Technician	\$22.40	2.95	\$66.08
CADD Technician	\$17.97	2.95	\$53.01
Senior Graphic Designer	\$38.95	2.95	\$114.90
Graphic Designer	\$25.33	2.95	\$74.72
Administrative	\$23.40	2.95	\$69.03
Clerical II	\$16.88	2.95	\$49.80
Clerical I	\$12.50	2.95	\$36.88
Senior Construction Manager	\$40.60	2.95	\$119.77
Construction Field Representative	\$31.43	2.95	\$92.72
Principal Surveyor	\$48.68	2.95	\$143.61
Senior Professional Surveyor	\$37.83	2.95	\$111.60
Field Technician/Designer	\$21.73	2.95	\$64.10
Survey Project Manager/CADD	\$30.14	2.95	\$88.91
Field Crew Coordinator	\$27.30	2.95	\$80.54
Survey Party Chief	\$20.88	2.95	\$61.60
Survey Instrument Man	\$19.01	2.95	\$56.08
Surveying Senior CADD Tech	\$28.15	2.95	\$83.04
Surveying CADD Tech	\$20.39	2.95	\$60.15
Survey Crew (2 Man)	\$43.33	2.95	\$127.82
Survey Crew (Construction Staking - 2 Man)	\$51.67	2.95	\$152.43
Survey Crew (3 Man)	\$50.00	2.95	\$147.50
GPS (1 Man) / Robotics	\$41.60	2.95	\$122.72
GPS (2 Man)	\$53.33	2.95	\$157.32
1 Man Scanner/Laser Survey Crew	\$86.67	2.95	\$255.68
2 Man Scanner/Laser Survey Crew	\$95.00	2.95	\$280.25

Multiplier is 2.95 including profit.

I hereby certify that the hourly rates and multiplier are true and correct.

Approved By:



David A. Gierach, President

7/6/16

Date



AGENDA MEMORANDUM

Item No: 5.B.5.

Meeting Date: July 25, 2016

From: Mike Thornton, Purchasing Manager for
Al Minner, City Manager

Subject: Ratification of City Manager emergency purchase and resolution authorizing execution of an agreement for residence rehabilitation services

Staff Recommendation:

Staff makes two recommendations:

- 1) Ratification of an Emergency Purchase directive issued by the City Manager.
- 2) Approve the resolution authorizing execution of an agreement with Kenneth Boyer Homes, Inc. for an estimated amount not to exceed \$80,000.00.

Analysis:

On June 30, 2016 two private residences located at 2122 and 2124 Woodland Boulevard. were damaged due to a wastewater lift station failure. The failure of the lift station caused raw sewage to back up into both residences.

City staff called in a restoration company to perform an initial clean-up. Staff recommend of the City Manager that the City take responsibility for coordinating repairs to the residence in order to repair the damage. Two companies were contacted regarding repairs to the homes. Kenneth Boyer was the only contractor able to mobilize quickly in order to begin work on the homes.

A purchase order serving as the Notice to Proceed has been issued to the Contractor and work has started. The \$80,000.00 is an estimated amount and serves as the Not to Exceed amount at this time. The extent of the required work will not be known until work begins and an assessment of hidden damage can be made.

The City has also incurred expenses for lodging, per diem living expenses, moving services and expenses to store personal belongings of the homeowners.

Procurement Analysis:

City of Leesburg ordinance Section 2.4(1) Emergency purchasing procedures. By city manager or mayor: empowers the City Manager to authorize the purchase of any needed emergency services using the most efficient and effective procurement methods. It further requires a full report of such purchase be made to the city commission. This agenda item is the full report of the emergency purchase authorization.

The expenses and liabilities incurred to date are as follows:

2124 Woodland	
Initial Cleanup sewage backup	\$3,102.43
PODS Storage	\$345.50
Village Movers	\$2,580.00
Food allowance 6/21 to 7/21 - Eve Rene Wright	\$1,500.00
Martin's Lock Shop	\$19.06
Best Western 6/22/16 to 6/26/16	\$399.95
Best Western 6/21/16	\$79.99
Best Western 6/27/16 to 7/4/16	\$559.93
Best Western 7/5/16 to 7/11/16	\$559.93
Best Western 7/12/16 to 7/18/16	\$559.93
Rural King	\$6.74
Kenneth Boyer Homes - Construction	\$40,000.00
Total at time of this report	\$46,611.03

2122 Woodland	
Initial Cleanup sewage backup	\$3,102.43
PODS Storage	\$345.50
Village Movers	\$2,580.00
Food allowance 6/21 to 7/21 - Eve Rene Wright	\$1,500.00
Martin's Lock Shop	\$19.06
Best Western 6/22/16 to 6/26/16	\$399.95
Best Western 6/21/16	\$79.99
Best Western 6/27/16 to 7/4/16	\$559.93
Best Western 7/5/16 to 7/11/16	\$559.93
Best Western 7/12/16 to 7/18/16	\$559.93
Rural King	\$6.74
Kenneth Boyer Homes - Construction	\$40,000.00
Total at time of this report	\$46,611.03

Options:

1. Approve execution of the Agreement with Kenneth Boyer Homes, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The Waste Water fund has adequate funds in reserve for this expense. After the final cost is known a budget adjustment will be processed.

Submission Date and Time: 7/20/2016 3:13 PM

<p>Department: <u>Public Works / Waste Water</u></p> <p>Prepared by: <u>Mike Thornton</u></p> <p>Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/></p> <p>Dates: _____</p> <p>Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. <u>044-4082-535.49-45</u></p> <p>Project No. <u>447020</u></p> <p>WF No. <u>WF1040299 / 001</u></p> <p>Req. No. <u>48417</u></p> <p>Budget _____</p> <p>Available _____</p>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH KENNETH BOYER HOMES, INC. FOR THE REHABILITATION OF TWO (2) PRIVATE RESIDENCES LOCATED ON WOODLAND BOULEVARD DAMAGED DUE TO A WASTE WATER UTILITY FAILURE FOR AN ESTIMATED AMOUNT NOT TO EXCEED \$80,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Manager authorized rehabilitation work to begin under an Emergency Purchase order.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with KENNETH BOYER HOMES, INC. whose address is 10304 Pebblestone Court, Leesburg, Florida 34788 for rehabilitation of two private residences damaged by a waste water sewage back-up.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR CONTRUCTION SERVICES
COST PLUS FEE**

THIS AGREEMENT is made as of the 11th day of July in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and KENNETH BOYER HOMES, INC. whose address is 10304 Pebblestone Court, Leesburg, FL 34788 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, a CITY's waste water utility lift station failed causing sewage to back-up and cause damage to two private residences,

WHEREAS, the CITY desires to make the property owners whole in taking responsibility for making the necessary repairs to their property,

WHEREAS, the CITY recognizes time is of the essence in completing the repairs and returning the property owners back to their residence,

WHEREAS, the CITY wishes to hire the CONTRACTOR to coordinate and make all necessary repairs as directed by the CITY,

WHEREAS, the City Manager has declared this an emergency purchase in accordance with City Ordinance and authorized work to begin with the issuance of a City purchase order.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as renovation repairs on and in the private residences located at 2122 Woodland Blvd., Leesburg, FL and 2124 Woodland Blvd., Leesburg, FL (hereinafter referred to as the "Renovation Project").
 - a. The CONTRACTOR shall perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Renovation Project. Repairs shall generally consist of those necessary to return the residences to their 'before damage' condition and as directed by the City Project Representative.
 - b. The Restoration Project includes the demo and removal of damaged flooring, cabinets, drywall and trim as required by City of Leesburg. All work to be done in accordance to City of Leesburg instructions and specifications. The CONTRACTOR's responsibility will include;
 - i. Removal and disposal of damage within the residences.
 - ii. Construction documentation, CAD drawings and renderings as needed.
 - iii. Coordination between subcontractors, suppliers, CONTRACTOR'S employee labor, and the CITY.
 - iv. Material samples for review and selection.
 - v. Scheduling of all labor and material.
 - vi. Construction oversight and supervision.
 - vii. Review and payment of all subcontractors and suppliers.

- viii. Provide all lien releases and documentation necessary to insure the properties remain free from liens.

Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Fees for Service and Compensation.** The CITY shall pay the CONTRACTOR the actual cost of repairs and material plus a twenty percent (20%) Construction Manager Fee (hereinafter referred to as the "Fee") for coordination and scheduling of the repairs. The Fee will not be added to any work self-performed by CONTRACTORS own labor forces or employees.
 - a. **Deposit.** CITY shall pay CONTRACTOR a startup retainer of Five Thousand Dollars (\$5,000.00) prior to work beginning based on CONTRACTOR providing an invoice. Deposit amount shall be credited in full on CONTRACTORS final application for payment.
 - b. **Pricing.** CITY will pay actual costs charged to CONTRACTOR by his sub-contractors or material supplier. No mark-up will be permitted other than the CONTRACTOR's Fee.
3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price of **Eighty Thousand Dollars (\$80,000.00)** for the Renovation Project. This price shall include the CONTRACTOR's Fee. The parties recognize this price serves as a not to exceed amount as the extent of the actual repairs is unknown. Should the parties agree the actual price will exceed this amount a properly executed construction change order must be prepared and approved by the parties.
4. **Prompt Payment.** Payment for construction services shall be made in accordance with Florida Statute 218.735 upon CONTRACTOR presenting an accurate application for payment.
5. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.
6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.
7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **July 5, 2016**, and will diligently and continuously prosecute the work at such a rate, and with

sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **Sixty (60)** continuous calendar days, subject only to any adjustments in the contract time that may be authorized by written construction change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

9. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.
10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. CONTRACTOR shall be paid their Fee for all work performed up to the time of termination. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.
11. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.
 - a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
 - b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
 - c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
 - d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
RE: 2122 & 2124 Woodland Repairs
P.O. Box 490630
Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants

may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.
16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

17. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

18. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

19. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying

his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

20. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
21. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.
22. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.
23. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be KENNETH BOYER. The primary contact person under this Agreement for the CITY shall be ROBERT HARPER, Project Manager.
24. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.
25. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.
26. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

27. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to,

and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

28. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

29. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
30. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor


ATTEST:

City Clerk

Approved as to form:

City Attorney

KENNETH BOYER HOMES, INC.

By:  _____
6/30/2016

Printed: _____
Kenneth D Boyer

Its: _____
President
(Title)



AGENDA MEMORANDUM

Item No: 5.B.6.

Meeting Date: July 25, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of a Task Order No. 5 for services to
prepare a wastewater system hydraulic model

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Task Order No. 5 with Jones Edmunds for an amount not to exceed \$98,972.00.

Analysis:

The purpose of this Task Order is to engage Jones Edmunds to provide professional engineering services to prepare a comprehensive hydraulic model of the City's waste water system.

The City's wastewater treatment system consists of two central wastewater treatment facilities (WWTFs); the Canal Street WWTF and the Turnpike WWTF. The wastewater collection and transmission system consists of 178 city-owned lift stations, 91 privately owned lift stations, approximately 84 miles of force mains, approximately 174 miles of gravity sewer mains and approximately 3,843 manhole structures.

This model is necessary in order for the utility to determine the effect of adding additional load or services to the system. This model will identify necessary wastewater system improvements should development occur in various areas of the system.

The Scope of Services includes developing a hydraulic model of the wastewater transmission system, verifying the model, using the hydraulic model to assess system operating characteristics and limitations, and preparing a list of needed improvements to accommodate planned or anticipated development.

Procurement Analysis:

On January 27, 2014 the City Commission approved Resolution 9344 for the execution of a Continuing Services Contract with Jones Edmunds as permitted by Florida Statute 287.055. This Task Order No. 5 is being executed under the Continuing Services Contract and in accordance Florida Statute 287.055.

Options:

1. Approve execution of the Task Order with Jones Edmunds; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This model was not budgeted (but is included in the Third quarter budget adjustments on this agenda to be added to the current budget) using available Wastewater Impact fees as the funding source.

Submission Date and Time: 7/20/2016 3:13 PM

Department: <u>Public Works / Wastewater</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>044-4099-535.31-10</u> Project No. <u>440006</u> WF No. <u>WF1034894/001</u> Req. No. <u>48313</u> Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE TASK ORDER NO. 5 WITH JONES
EDMUNDS FOR PROFESSIONAL ENGINEERING SERVICES
PREPARING A WASTE WATER MODEL FOR THE CITY'S
WASTE WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED
\$98,972.00; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute Task Order No. 5 with Jones Edmunds whose address is 324 South Hyde Park Avenue, Suite 350, Tampa, Florida 33606 (email address: cbaggett@jonesedmunds.com) for professional services to prepare a hydraulic model of the City's wastewater system in accordance with the Scope of Services and Fee in the professionals' proposal.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk

**TASK ORDER NUMBER 5
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 25th day of July in the year 2016, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **JONES EDMUNDS & ASSOCIATES, INC.** whose address is 324 South Hyde Park Avenue, Suite 350, Tampa, Florida 33606 (hereinafter referred to as the “PROFESSIONAL”).

WITNESSTH:

WHEREAS, on January 27, 2014, pursuant to resolution 9344 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a Continuing Basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order Number 5 (hereinafter referred to as “Task Order”) for a fee not to exceed **\$98,972.00**.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the Jones Edmunds proposal (Attachment “A”) for the

**CITY OF LEESBURG WASTEWATER SYSTEM MODELING
(PROFESSIONAL’S Reference No. 95403-120-16)**

3. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]



May 11, 2016

Darel Craine
Deputy Director of Public Works
City of Leesburg
550 S. 14th Street
Leesburg, FL 34749

RE: City of Leesburg Wastewater System Modeling
Leesburg, Florida
Proposed Scope of Services and Fee

Dear Mr. Craine:

In accordance with your request, Jones Edmunds & Associates, Inc. (CONSULTANT) is pleased to present our proposed scope of services and associated fee for professional services for wastewater hydraulic modeling necessary for the City of Leesburg (CITY) to plan wastewater system improvements to accommodate development. Below you will find a detailed outline of the services we have included in our proposal.

BACKGROUND

The CITY owns and operates a wastewater collection, transmission, and treatment system. The system consists of two central wastewater treatment facilities (WWTFs), the Canal Street WWTF and the Turnpike WWTF, and a traditional wastewater collection and transmission system. The wastewater collection and transmission system consists of 178 CITY-owned lift stations, 91 privately owned lift station, approximately 84 miles of force mains ranging in size from 2- to 24-inch diameter, approximately 174 miles of gravity sewer main ranging in size from 4- to 21-inch diameter, and approximately 3,843 manholes.

Several developers wish to construct a significant number of homes within the CITY, which will need wastewater service. The CITY wishes to determine the wastewater system improvements needed to accommodate the proposed developments. For this reason, the CITY has requested that the CONSULTANT develop a hydraulic model of its wastewater transmission system and use the model to develop recommended wastewater system improvements.

This Scope of Service includes developing a hydraulic model of the wastewater transmission system, verifying the model, using the hydraulic model to assess system operating characteristics and limitations and preparing a list of needed improvements to accommodate the planned development as described below.

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PROPOSED SCOPE OF WORK

Based on our understanding of the goals for this project, the CONSULTANT proposes to provide the following scope of services.

TASK 1 – MODEL DEVELOPMENT

Kick-Off Meeting And Data Collection

The CITY and the CONSULTANT will initiate this work effort with a kickoff meeting. The meeting will be held at a CITY office and attended by the CONSULTANT's Project Manager and Project Engineer. The CITY will determine their appropriate staff needed for the meeting. The CONSULTANT will prepare and distribute an agenda for and minutes from the meeting.

To facilitate the work, the CONSULTANT has already received the following wastewater system information from the CITY:

- The current geographic information system (GIS) geodatabase (GDB) of the wastewater system.
- The discharge elevation of the master lift station force main to the WWTF headworks.
- Daily monitoring reports (DMRs) in electronic format from 2012 to the present.
- Sample WWTF influent hourly flow information.
- Available data regarding lift station pump (e.g., pump model numbers, serial numbers).

The CONSULTANT also requests the additional wastewater system information from the CITY:

- A summary file presenting the following for each lift station:
 - Number of pumps installed.
 - Wet well diameter and depth.
 - Elevations as following:
 - Top of wet well.
 - Inside bottom of wet well.
 - On and off settings for each pump.
 - Inverts of all influent pipes.
- For each type of pump (make/model/impeller size) installed in the wastewater system, a pump performance curve, and a list of all locations of installations by pump type.

This Scope assumes that CITY will provide the above information to the CONSULTANT at the kickoff meeting. The CONSULTANT will review, process, and consider the provided information in developing the wastewater hydraulic model.

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Following a review of the DMRs, the CONSULTANT will request historical influent flow data at each WWTF and hourly pump run times for lift stations monitored through supervisory control and data acquisition data (SCADA) for 3 high-flow days and 3 average-flow days. Only one of the high-flow days and one of the average-flow days will be modeled. The additional data are requested in case some provided data are abnormal or partially missing.

Deliverables: Kickoff meeting agenda will be distributed at the meeting. Kickoff meeting minutes will be distributed to meeting attendees via e-mail. The provided data will be summarized in the Technical Memorandum (TM) provided as part of Task 2.

Model Development And Workshop

The GIS GDB will be converted to a SewerGEMS hydraulic wastewater model inclusive of the following:

- CITY-owned lift station representation including:
 - Wet wells with tributary sanitary flows
 - Lead and lag pumps
 - Discharge piping
- Private lift stations will be represented as pressure junctions with a point flow.
- Force mains.
- Gravity transmission mains (i.e., gravity mains transmitting flows from upstream lift stations).
- Outfalls representing the headworks at the Turnpike WWTF and the Canal Street WWTF.

The CONSULTANT will allocate the flows to lift station tributary sewershed basins based on the collection systems and wastewater service points within the GIS GDB, wastewater customer land use data, and overall wastewater system flows.

The CITY will develop future additional annual daily flows (AADFs) and assignment locations within the wastewater system. The additional flows may be the results of proposed developments and/or fill-in growth within the existing wastewater system.

The CONSULTANT will conduct a workshop with CITY staff to discuss and review the following information:

- Schematics of the wastewater system to verify the model's representation of the system to the extent practical and obtain and discuss comments.
- Spatial flow estimates for reasonableness and to develop confidence in the allocated flows.

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- Representations of wastewater system components (c.g., pumps, WWTF outfalls, force mains, and gravity main).
- Lift stations selected for drawdown tests to be performed.
- The future additional flows developed by the CITY.

The CONSULTANT will update the model based on workshop comments and will review and debug the updated model in Task 2.

Deliverables: Workshop agenda will be distributed at the meeting. Workshop meeting minutes will be distributed to meeting attendees via e-mail.

Lift Station Drawdown Testing

The CONSULTANT recommends drawdown testing of lift stations serving high-flow tributaries and lift stations that have a significant impact on the overall system to verify their in-place pump performance. After development of the initial hydraulic model, the CONSULTANT will develop a list of lift station to be tested by the CITY. For now, the CONSULTANT assumes that up to 20 lift stations will be tested over a 4-consecutive-day period. The tests will be conducted on lift stations mutually agreed on during the Model Development Workshop with the work completed by the CITY and observed by the CONSULTANT.

During the site visits, the CONSULTANT will document observed conditions and discuss operational and maintenance issues with CITY personnel. The CONSULTANT will quantitatively evaluate the tested lift stations and note improvement needs. The quantitative assessment will be performed through the drawdown tests, visual observations, and hydraulic modeling described in Task 2.

Deliverables: None. The collected data will be summarized in the Technical Memorandum (TM) provided as part of Task 2.

TASK 2 – WASTEWATER HYDRAULIC MODELING AND TECHNICAL MEMORANDUM

Wastewater Hydraulic Modeling and Workshop

The CONSULTANT will verify the hydraulic model by using the drawdown test results and the provided flow readings and runtime data. Subsequently, the CONSULTANT will use the model to determine system operating characteristics and limitations and needed improvements to accommodate planned development. The work associated with this task includes the following:

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- Verifying the hydraulic model using the daily flow rate readings of the lift stations during 1 historical high-flow day and 1 historical average-flow day conditions.
- Performing extended period simulations (EPS) to assess the performance of the system and identify system operating characteristics and limitations under current and future AADF and maximum daily flow (MDF) conditions. The MDF condition will include peak hour flow.
- Determining the potential improvements required to alleviate system limitations under future AADF and MDF conditions.

The CONSULTANT will conduct a workshop with CITY staff to discuss and review the following information:

- The results of the hydraulic model verification effort.
- The system performance assessment, characteristics, and limitation under current and future AADF and MDF conditions.
- The potential improvements required to alleviate system limitations.

In addition, during the workshop the CONSULTANT will perform model simulations of alternative improvements defined by the CITY. At the completion of the Workshop, the CITY and CONSULTANT will agree on the improvements to be included in the TM.

The CONSULTANT will subsequently update the model based on workshop comments. This information will be presented in the TM developed as part of Task 2.

Deliverables: Workshop agenda will be distributed at the meeting. Maps/figures and tables presenting model results and potential improvements. Workshop meeting minutes will be distributed to meeting attendees via e-mail.

Technical Memorandum

The CONSULTANT will develop a TM briefly summarizing the existing system, hydraulic modeling effort, and recommended improvements to accommodate future flows. Specific components of the TM include:

- Summary of the data-collection effort.
- Hydraulic model development and verification process.
- Results of model verification.
- System characteristics and limitations under current and future AADF and MDF conditions.
- Recommended improvement(s) to alleviate system limitations under future AADF and MDF conditions.

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- Total project costs associated with each recommended improvement.

The CONSULTANT will prepare and submit a draft TM to CITY for review and comment. A review meeting will be held to consider all comments and define those to be included in the final TM. Following the review meeting, the CONSULTANT will update and issue the final TM.

Deliverables: The CONSULTANT will submit to the CITY one electronic pdf copy of the draft TM via email. The CONSULTANT will distribute a review meeting agenda at the meeting and will subsequently distribute meeting minutes to meeting attendees via e-mail. The CONSULTANT will submit to the CITY two paper copies and one electronic pdf copy of the final TM and electronic copy of the hydraulic model (original file format) on CD/DVD.

ASSUMPTIONS

In developing our scope of work, the CONSULTANT has made some assumptions that affect the level of effort required. The more critical assumptions we have made are listed below:

1. The CITY will provide the initially requested data at the kickoff meeting and subsequent requested data within 2 weeks of the request.
2. The draft TM review meeting will occur within 2 weeks of submission of the draft TM. All review comments will be provided to the CONSULTANT by the review meeting.
3. The CITY will perform drawdown tests with the CONSULTANT staff observing.
4. The CITY will develop and summarize the future additional AADF's to be assigned to each lift station and future force main connection points.
5. The project does not include survey services.

PROJECT COST

In accordance with our Contract for Consulting Engineering Services, the CONSULTANT proposes to perform the Scope of Services described herein for the lump-sum fee of \$98,972. The basis of payment will be based on the percentage estimate of completion multiplied times the lump sum amount and invoiced monthly.

PROJECT SCHEDULE

The CONSULTANT will begin work on this project upon receipt of a signed Work Authorization and Notice to Proceed (NTP) from CITY. The schedule for this project will be based on an agreement between CITY and the CONSULTANT. The below table presents project

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milestones and the estimated days to complete each milestone after the NTP. If any meetings and/or workshops are held later that estimated below, the remaining schedule will be adjusted according to the delay.

Milestone	Estimated Days to Completion After NTP
NTP	
Kickoff Meeting	7
Hydraulic Model Development Workshop	97
Lift Station Drawdown Testing	111
Hydraulic Modeling Workshop	141
Submit Draft TM	171
TM Review Meeting	185
Submit Final TM	206

We appreciate this opportunity to continue to serve the City of Leesburg and look forward to your acceptance of this proposal. In the meantime, if you have any questions or wish to discuss any aspect of this proposal, please contact me at your convenience at 813-258-0703 or cbaggett@jonesedmunds.com.

Sincerely,



Christopher Baggett, PE
Senior Engineer

xc: DC Maudlin, City of Leesburg
Terri Lowery, Jones Edmunds
Greg Perrine, PE, Jones Edmunds
Lisa Rhea, PE, Jones Edmunds



5/11/2016
FEE ESTIMATE

TASK	Principal	Senior Eng.	Project Eng.	Project Eng.	Sen. CADD Tech.	GPS/GIS Tech.	Clerical	Clerical	Expenses	TOTALS
Standard Hourly Rate	\$215	\$190	\$125	\$125	\$85	\$75	\$68	\$68		
Task 1 - Modeling Development										
Project Setup and Management		8	8	8						
Review Wastewater System GDB and WWTf Record Drawings. Develop Wastewater System Schematic		2	20	4	6					\$2,792
Kick-off Meeting and Site Visit (Include Preparation and Meeting Minutes)		8	12							\$3,860
Review and Process Lift Station and System Information		2	24	8					\$75	\$3,163
Develop Wastewater System Schematics, Flows, and Demand Scenarios		2	40	8		60			\$4,448	\$4,448
Develop Wastewater System Model		2	80	12					\$165	\$11,113
Run and Debug Model		1	16	2					\$0	\$11,048
Model Development Workshop		8	16						\$2,606	\$2,606
Lift Station Drawdown Testing		8	32						\$75	\$3,663
Update Model		2	24	8					\$300	\$5,668
									\$200	\$4,648
Task Subtotal	0	43	272	42	6	60	0	12	\$945	\$54,191
Task 2 - Wastewater Hydraulic Modeling and Technical Memorandum										
Project Management and Closeout		8	4							\$2,292
Verify Wastewater Model Using Drawdown Test Results and Available Flow Reading and Runtime Data		2	40	16		12			\$165	\$6,513
Identify Wastewater System Limitations Using Current and Future AADF and MCF EPSs		2	24	4					\$200	\$4,148
Develop Potential Wastewater System Improvements		8	24	4					\$200	\$5,288
Hydraulic Modeling Workshop		8	16						\$75	\$3,663
Draft TM	3	4	56	16		24	8		\$25	\$13,862
Draft TM Review Meeting	1	8	16						\$75	\$3,663
Final TM		1	16	4		2			\$25	\$3,352
Task Subtotal	4	41	196	44	0	38	8	29	\$765	\$44,781
TOTAL	4	84	468	86	6	98	8	41	\$1,710	\$98,972

ATTACHMENT "A"



AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: July 25, 2016

From: Patrick M. Foster, P.E., Electric Director

Subject: Resolution accepting and approving a Utility Easement from B & D Self Storage, LLC, to the City of Leesburg, Florida (CR 466A Villages of Fruitland Park)

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from B & D Self Storage, LLC, pertaining to land located at on CR 466A in The Villages of Fruitland Park, Florida as recorded on March 31, 2016, in Official Records Book 4760, Pages 271—273, Public Records of Lake County, Florida, conveying certain real property lying in Section 6, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

Analysis:

B & D Self Storage, LLC is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics and telecommunication.

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 7/20/2016 3:14 PM

Department: <u>Electric</u> Prepared by: <u>Sabrina Hubbell</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>Not Required</u> <u>X</u> Dates: <u> </u> Attorney Review: Yes <u>X</u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> <u>Patrick M. Foster, P.E.</u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING AND APPROVING A
UTILITY EASEMENT FROM B & D SELF STORAGE, LLC, TO
THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING
IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE
COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.
(CR 466A, VILLAGES OF FRUITLAND PARK)

BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that:

The City of Leesburg, Florida, does hereby accept from B & D Self Storage, LLC, a Utility Easement, recorded on March 31, 2016, in Official Records Book 4760, Pages 271-273, Public Records of Lake County, Florida, conveying certain real property lying in Section 6, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THIS resolution shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held the 25th day of July, 2016.

THE CITY OF LEESBURG

By: _____
Mayor

ATTEST:

City Clerk



THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2016032987
OR BK 4760 PG 271 - 273 (3 PGS)
DATE: 3/31/2016 3:27:33 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 16 day of MARCH, 2016, by B & D SELF STORAGE, LLC, whose address is 1721 Highland View Drive, St. Augustine, FL 32092, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

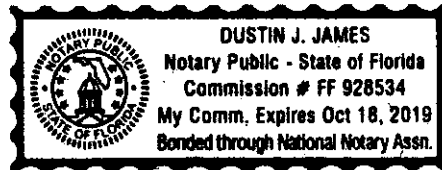
WITNESSES (two required)

GRANTOR: B & D SELF STORAGE, LLC

Sharon J. Robbins
Sharon J. Robbins
(Type or print name of Witness)

BY: Robert D. Markwalter
ROBERT D. MARKWALTER, Mgr.

Douglas M. Robbins
Douglas M. Robbins
(Type or print name of witness)



STATE OF FLORIDA
COUNTY OF Sumter

BEFORE ME, the undersigned Notary Public, personally appeared Robert D. Markwalter, as Manager of B & D Self Storage, LLC, who acknowledged before me that he executed this instrument on the 16th day of March, 2016, and who was either ☐ personally known to me, or who ☒ produced FLDL (M624-764-46-414-0) as identification.


NOTARY PUBLIC

Dustin J. James
Type or print name of Notary

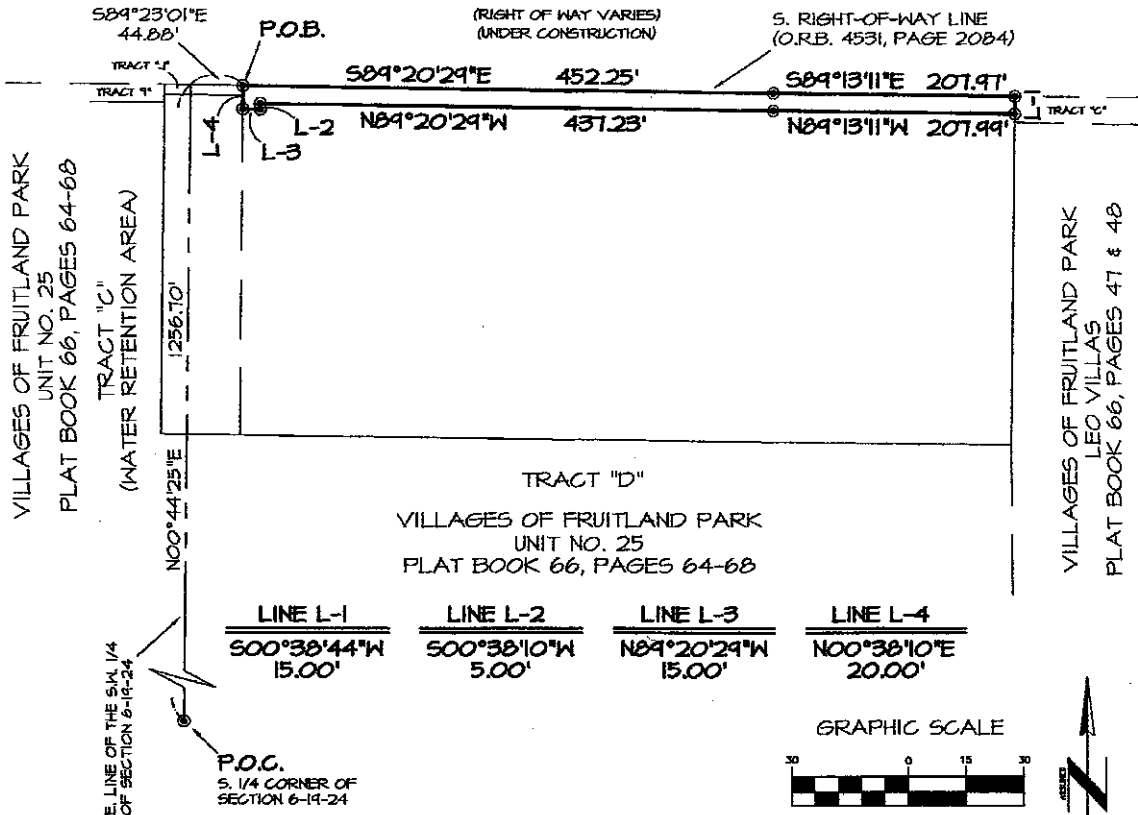
FF928534
Commission Number
10-18-19
Commission expiration date

(PUBLICLY DEDICATED)

COUNTY ROAD 466A

(RIGHT OF WAY VARIES)
(UNDER CONSTRUCTION)

S. RIGHT-OF-WAY LINE
(O.R.B. 4531, PAGE 2084)



ELECTRIC EASEMENT DESCRIPTION:

A 15 FEET WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF BURIED ELECTRIC LINES AND ABOVE GROUND TRANSFORMERS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N. 00°44'25" E., A DISTANCE OF 1256.70 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466-A, AS PER OFFICIAL RECORDS BOOK 4531, PAGE 2084, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. 84°23'01" E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 44.88 FEET TO THE POINT OF BEGINNING; THENCE S. 84°20'29" E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 452.25 FEET; THENCE S. 84°13'11" E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 207.91 FEET TO THE WEST LINE OF TRACT "C" OF THE VILLAGES OF FRUITLAND PARK, LEO VILLAS, AS RECORDED IN PLAT BOOK 66, PAGES 47 AND 48, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S. 00°38'44" W. ALONG THE SAID WEST LINE OF TRACT "C", A DISTANCE OF 15.00 FEET; THENCE N. 84°13'11" W. DEPARTING SAID WEST LINE OF TRACT "C", A DISTANCE OF 207.91 FEET; THENCE N. 84°20'29" W., A DISTANCE OF 437.23 FEET; THENCE S. 00°38'10" W., A DISTANCE OF 5.00 FEET; THENCE N. 84°20'29" W., A DISTANCE OF 15.00 FEET; THENCE N. 00°38'10" E., A DISTANCE OF 20.00 TO AFORESAID SOUTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING N. 00°44'25" E., ASSUMED MERIDIAN.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
FD. = FOUND
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
L.B. = LICENSED BUSINESS
O.R.B. = OFFICIAL RECORDS BOOK
LAKE COUNTY, FLORIDA

ROBERT MARKWALTER
SKETCH OF DESCRIPTION
(NOT A BOUNDARY SURVEY)

DATE: 03/10/16	BY: R.M.H.
DRAWING NO.: B-6305	BY: R.D.S.
SHEET 1 OF 2	SURVEY NO. 15-1224

RONALD H. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 44071

PHONE: (352)753-6311

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6314

1688 TRACY AVENUE

LADY LAKE, FLORIDA 32159



AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: July 25, 2016

From: Patrick M. Foster, P.E., Electric Director

Subject: Resolution accepting and approving a Utility Easement from Kyron T. Littles to the City of Leesburg, Florida (1408 Pembroke Dr)

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Kyron T. Littles, whose address is 1408 Pembroke Drive, Leesburg, FL 34748, pertaining to property lying in the East ½ of the Northeast ¼ of the Southwest ¼ of the Northeast ¼ of Section 20, Township 19 South, Range 24, East, Lake County, Florida; and providing an effective date.

Analysis:

Kyron T. Littles is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics and telecommunication.

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 7/20/2016 3:14 PM

Department: <u>Electric</u>	Reviewed by: Dept. Head _____ <u>Patrick M. Foster, P.E.</u>	Account No. _____
Prepared by: <u>Sabrina Hubbell</u>		Project No. _____
Attachments: Yes <u>X</u> No _____	Finance Dept. _____	WF No. _____
Advertised: _____ Not Required <u>X</u>	Deputy C.M. _____	Budget _____
Dates: _____	Submitted by: _____	Available _____
Attorney Review: Yes <u>X</u> No _____	City Manager _____	
Revised 6/10/04		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A UTILITY EASEMENT FROM KYRON T. LITTLES TO THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (1408 PEMBROOK DR)

BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that:

The City of Leesburg, Florida, does hereby accept from Kyron T. Littles a Utility Easement, recorded on April 26, 2016, in Official Records Book 4771, Pages 170—171, Public Records of Lake County, Florida, conveying certain real property lying in the East ½ of the Northeast ¼ of the Southwest ¼ of the Northeast ¼ Section 20, Township 19 South, Range 24 East, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July, 2016.

THE CITY OF LEESBURG

By: _____
Mayor

ATTEST:

City Clerk



THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2016042556
OR BK 4771 PG 170 - 171 (2 PGS)
DATE: 4/26/2016 1:37:40 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 4th day of March, 2016, by KYRON T. LITTLES, whose address is 1408 Pembroke Drive, Leesburg, Florida 34748, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

A 10 FOOT WIDE EASEMENT FOR UTILITIES LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE SOUTH 10 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 E

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR:

Lafar Dean
Lafar Dean
(Type or print name of Witness)

Kyron T. Littles
KYRON T. LITTLES

Barbara Campbell
Barbara Campbell
(Type or print name of witness)

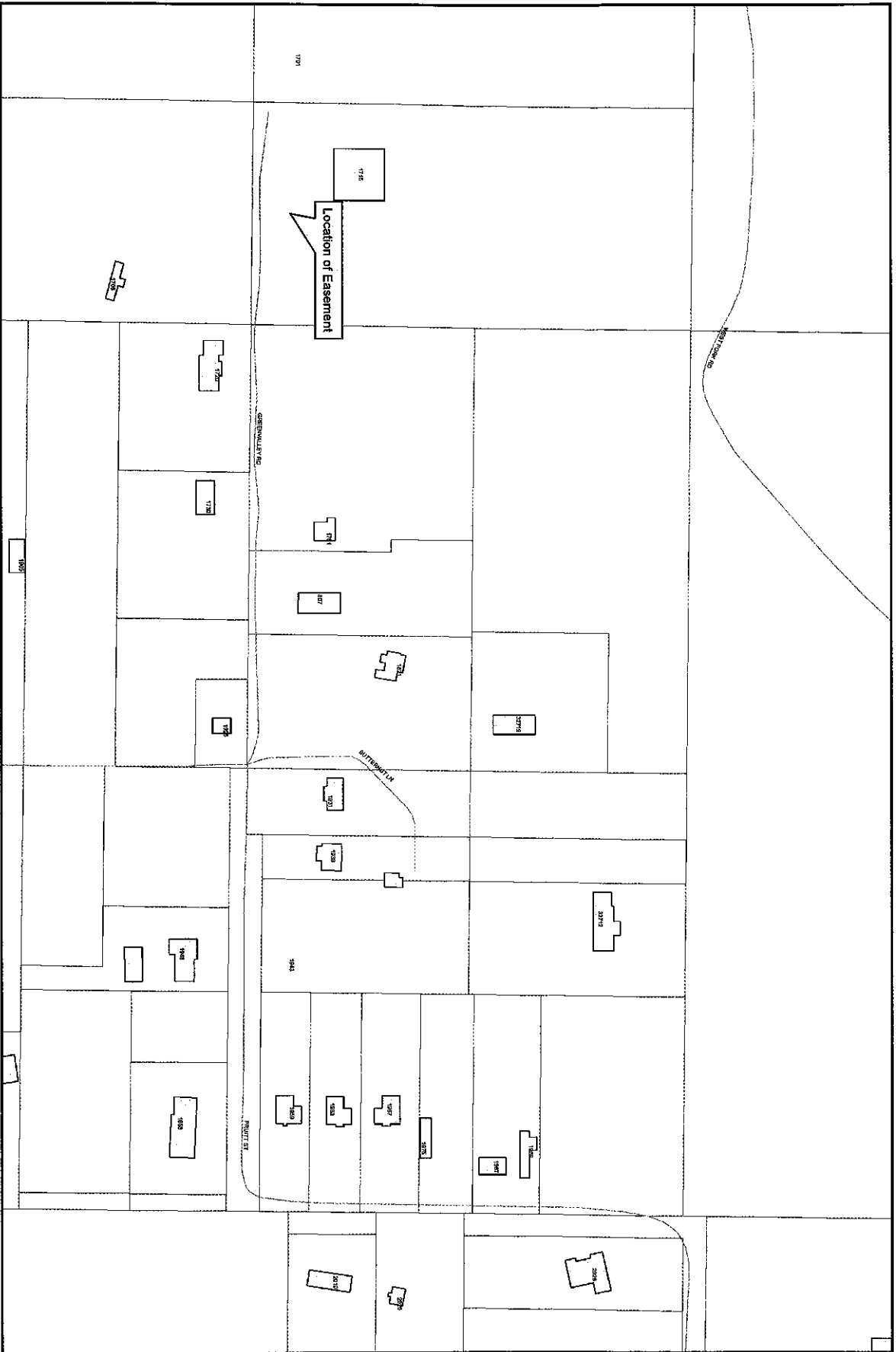
STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Kyron T. Littles, who acknowledged before me that he executed this instrument on the 4th day of MARCH, 2016, and who was either ☒ personally known to me, or who ☐ produced N/A as identification.

Catherine J. Lynum
NOTARY PUBLIC
CATHERINE J. LYNUM
Type or print name of Notary

FF 910757
Commission Number
12-17-2019
Commission expiration date







AGENDA MEMORANDUM

Item No: 5.C.3.

Meeting Date: July 25, 2016

From: Robert W. Hicks, Chief of Police

Subject: Leesburg Police Department to apply for and, if awarded, accept an Edward Byrne Grant from the U.S. Department of Justice (JAG) to supplement costs associated with the purchase of department equipment

Staff Recommendation:

Staff recommends approval of the resolution of the City of Leesburg, Florida authorizing the Leesburg Police Department to apply for, and if awarded, accept the 2016 Edward Byrne Memorial Justice Grant (JAG Local Direct) in the amount of \$12,656.00 to defray the cost of four (4) new in-car video recording systems; and providing for an effective date.

Analysis:

Some of our patrol cars are equipped with antiquated in-car recording systems, adversely impacting our ability to capture quality audio/video data. The data serves numerous roles. Not only is it often considered evidence, it has other applications such training officers and administrative review of police actions; all vital parts of modern policing.

The grant will enable the department to continue the process of incrementally replacing older systems that are old or not fully functional.

Options:

1. Approve the resolution authorizing the application and acceptance of a federal grant of \$12,656.00 and authorize single source purchase; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The grant will fund approximately 88% of the \$14,240.00 purchase price. There is no matching fund requirement; however, the city would be expected to fund a balance of \$1,584.00 to complete the purchase. This would be the city's total appropriation for the purchase the four (4) new and complete in-car recording systems. The current Police department operating budget can absorb the city's appropriation.

By agreeing, the city assumes no additional liability.

Submission Date and Time: 7/20/2016 3:14 PM

<p>Department: _____ Police _____</p> <p>Prepared by: <u> Lisa Carter </u></p> <p>Attachments: Yes <u> </u> No <u> </u></p> <p>Advertised: <u> </u> Not Required <u> </u></p> <p>Dates: _____</p> <p>Attorney Review : Yes <u> </u> No <u> </u></p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. <u> 001-0000-331-2100 </u></p> <p>Project No. <u> JA0017 </u></p> <p>WF No. _____</p> <p>Budget _____</p> <p>Available _____</p>
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RESOLUTION _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT AN APPLICATION AND, IF AWARDED, ACCEPT THE EDWARD BYRNE GRANT FROM THE US DEPARTMENT OF JUSTICE FOR \$12,656.00 TO SUPPLEMENT COSTS ASSOCIATED WITH THE PURCHASE OF DEPARTMENT EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Leesburg Police Department is hereby authorized to submit an application, and if awarded, accept an Edward Byrne Grant from the U.S. Department of Justice in the amount of \$12,656.00 to supplement costs associated with the purchase of certain department equipment.

THAT this resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk



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9705 Loiret Blvd.
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Customer:

Leesburg Police Department
Chris parsons
115 E Magnolia St
Leesburg, FL 34748

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
LEEFLO	TM	FEDERAL EXPRESS	Net 30	Jamey Tibbs	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4	001-00081-00	DVM-800 Complete Kit, V2	\$3495.00	\$0.00	\$0.00	\$13,980.00
4	012-00031-00	Premium Package Option	\$500.00	\$0.00	\$0.00	\$2,000.00
4		Trade in Credit	(\$500.00)	\$0.00		(\$2,000.00)

Notes:

(4) DVM-800

*Trade In (4) DVM-500

*Trade in Credit will not be applied until units are received in.

Total Discount	\$0.00
Subtotal	\$13,980.00
Misc	
Tax	\$0.00
Freight	\$100.00
Total	\$14,080.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("**Digital Ally**") will be governed by the following terms of sale ("**Terms**"). You will be referred to throughout these Terms as "**you**".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "**Order**") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then



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permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

3.Security Interest. Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

4.Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5.Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

6.Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. Limitation of Liability. You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. Warranty; Limitations on Remedies. Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11.Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally



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will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

12. Compliance with Laws. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. Cancelled Orders and/or Returns. All cancelled orders and/or product returns may be subject to a 20% restocking fee.

VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive

- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

Recommended Specifications

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

Server Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

Client/Viewer Software

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/-RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

Wireless Requirements and Recommendations

Minimum Requirements



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- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

Recommended Model Access Points

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor



AGENDA MEMORANDUM

Item No: 5.C.4.
Meeting Date: July 25, 2016
From: Brandy McDaniel, Budget Manager
Subject: Resolution amending the fiscal year 2015-16 budget for the Wastewater Fund for the Third Quarter

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the fiscal year 2015-16 budget for the Wastewater Fund for the Third Quarter.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

Wastewater:

Wastewater System Modeling	<u>\$98,972</u>
Total Wastewater	\$98,972

Funding Source

Impact Fees

Options:

1. Adopt the attached resolution amending the fiscal year 2015-16 budget for the Wastewater Fund, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The following fund will change as seen below:

<u>FUND</u>	<u>FY 2016 ADOPTED</u>	<u>CHANGE</u>	<u>FY 2016 AMENDED</u>
General	\$23,539,389	-0-	\$23,539,389
Stormwater	3,331,912	-0-	3,331,912
Housing Assistance	218,085	-0-	218,085
Greater Leesburg CRA	345,249	-0-	345,249
Carver Heights CRA	861,894	-0-	861,894
Hwy 441/27 CRA	936,808	-0-	936,808
Debt Service	2,536,491	-0-	2,536,491
Capital Projects	3,583,166	-0-	3,583,166
Electric	74,294,846	-0-	74,294,846
Gas	9,282,586	-0-	9,282,586
Water	12,581,179	-0-	12,581,179
Wastewater	12,936,041	98,972	13,035,013
Communications	2,497,298	-0-	2,497,298
Solid Waste	3,921,108	-0-	3,921,108
Airport	2,704,193	-0-	2,704,193
Police Pension	1,245,113	-0-	1,245,113
Fire Pension	1,066,584	-0-	1,066,584
General Employees Pension	2,591,446	-0-	2,591,446
Health Insurance	5,497,844	-0-	5,497,844
Workers' Compensation	505,304	-0-	505,304
Risk Management	649,098	-0-	649,098
Discretionary Sales Tax	2,107,075	-0-	2,107,075
Gas Tax	972,426	-0-	972,426
Police Impact Fees	-0-	-0-	-0-
Recreation Impact Fees	200,000	-0-	200,000
Building Permits	622,900	-0-	622,900
Police Education Receipts	12,000	-0-	12,000
Fleet Services	<u>3,897,692</u>	<u>-0-</u>	<u>3,897,692</u>
Total	\$172,937,727	\$98,972	\$173,036,699

Submission Date and Time: 7/20/2016 3:14 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2015-16 BUDGET FOR THE WASTEWATER FUND FOR THE
THIRD QUARTER ; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2015-16 on September 28, 2015, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2015-16 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2015-16 annual budget;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2015-16 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2015-16 for the City of Leesburg, Florida:

WASTEWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated- Impact Fees 98,972

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 98,972

PROPOSED APPROPRIATIONS

Physical Environment 98,972

TOTAL PROPOSED APPROPRIATIONS 98,972

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:

Fund Balance Appropriated- Impact Fees 98,972

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 98,972

PROPOSED APPROPRIATIONS

Physical Environment 98,972

TOTAL PROPOSED APPROPRIATIONS 98,972

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk

3rd Quarter Budget Adjustments Additional Information

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Wastewater						
System Modeling				Develop a hydraulic model of the Wastewater system	98,872	Using available Impact Fees to complete this study
				Total Wastewater	98,872	
				Total Budget Adjustments	98,872	



AGENDA MEMORANDUM

Item No: 5.C.5.
Meeting Date: July 25, 2016
From: Fred Morrison, City Attorney
Subject: Easement for Elderfire Lodge

Staff Recommendation:

Approve a resolution authorizing the Mayor and City Clerk to execute an easement agreement with Lake County and the developers of Elderfire Lodge for the purpose of creating a conservation area and permitting public access and use subject to certain limitations set forth in the easement document.

Analysis:

As part of the Elderfire Lodge project just North of Helena Run, the developer has created a large conservation area in the East/rear portion of the project, and verbally promised to allow public access to that area with some limited parking and ingress/egress rights over the land in the front. This item involves approval of an easement document intended to memorialize those public rights and grant to Lake County and the City of Leesburg rights to construct certain public improvements and access the conservation area over the developer's property fronting on U.S. Highway 27. This document was negotiated among the three parties – developer, City, and County – and will be considered by Lake County at its July 26 County Commission meeting. The County is a party because it has an existing conservation area to the South of this land along Helena Run, and would consider this an addition to its existing park area. Neither City nor County incurs any obligations to construct improvements, but would be required to maintain any improvements built under the easement.

Options:

1. Adopt the proposed Resolution, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There would be no immediate fiscal impact on the City. If and when the City decides to make improvements, any fiscal impact would be the result of that decision rather than the easement itself.

Submission Date and Time: 7/20/2016 3:15 PM

Department: <u>City Attorney</u> Prepared by: <u>Fred A. Morrison</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u>X</u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AN EASEMENT AGREEMENT AMONG THE CITY OF LEESBURG, LAKE COUNTY, AND TOM HOFMEISTER AND DAWN HOFMEISTER, FOR THE PURPOSE OF CREATING A CONSERVATION EASEMENT AND AN INGRESS EGRESS EASEMENT IN CONNECTION WITH THE PROPOSED ELDERFIRE LODGE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute an Easement Agreement among Lake County, The City of Leesburg, and Tom Hofmeister and Dawn Hofmeister, for the purpose of creating a conservation easement and an ingress-egress easement in connection with the proposed Elderfire Lodge project East of U.S. 27 and North of Helena Run.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 25th day of June, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**
Dana Crosby-Collier, Esq.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 Legion Place, Suite 1700
Orlando, FL 32801

For Recording Purposes Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") made this _____ day of _____, 2016, between **TOM HOFMEISTER and DAWN HOFMEISTER**, whose address is 985 Club Hills Drive, Eustis, Florida 32726 (together referred to as "GRANTOR"), in favor of the **LAKE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 7800, Tavares, Florida 32778, and **CITY OF LEESBURG, FLORIDA**, a municipal corporation duly created and existing under the laws of the State of Florida, whose address is 501 W. Meadow Street, Leesburg, Florida 34748 (collectively referred to as the "GRANTEE").

WHEREAS, Grantor is the owner in fee simple of the approximately 19.77 acre property located in the City of Leesburg, Lake County, Florida ("City"), as is further described in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, on March 28, 2016, the City approved and adopted a comprehensive plan amendment designating 9.65 acres of the Property as General Commercial, as this parcel is further described in Exhibit "B", which is attached hereto and incorporated by reference (the "Lodge Parcel"); and

WHEREAS, on March 28, 2016, the City approved and adopted a comprehensive plan amendment designating 10.93 acres of the Property as Conservation, as this parcel is further described in Exhibit "C", which is attached hereto and incorporated by reference (the "Conservation Parcel"); and

WHEREAS, on March 28, 2016, the City approved an amendment rezoning the Lodge Parcel as Small Planned Unit Development;

WHEREAS, on March 28, 2016, the City approved an amendment rezoning the Conservation Parcel as Public; and

WHEREAS, Grantor and Grantee have agreed, subject to the terms and conditions set forth herein, to create certain limited easements which shall burden and benefit the Property as described in Exhibit "D", (the "Ingress/Egress Easement"), and Exhibit "E", (the "Right of Entry/Temporary Construction Easement"), which are attached hereto and incorporated by reference herein, and to set forth the respective responsibilities for the parties and the properties.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, paid to Grantor by the Grantee, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Ingress/Egress Easement (Lodge Parcel). Grantor hereby establishes and creates for the benefit of the Grantee, its occupants, invitees, employees, visitors, and guests, a non-exclusive perpetual easement, as shown on attached Exhibit "D", for vehicular and pedestrian access over, under, across and within that certain portion of the Property legally described as the Lodge Parcel for use by Grantee, its occupants, invitees, employees, visitors, and guests so as to provide and facilitate access to and from the Conservation Parcel, pursuant to the terms and conditions set forth herein.

The Grantor agrees to allow interim parking in the amount of six (6) parking spaces on Grantor's property for public parking for a term of ten (10) years. Any additional parking or expanded use will require written authorization.

3. Public Access (Conservation Parcel). Grantor hereby establishes and creates for the benefit of the Grantee, its occupants, invitees, employees, visitors, and guests, a non-exclusive perpetual easement, as shown on attached Exhibit "C", to preserve and protect in perpetuity conservation values on the Conservation Parcel, including use for open space and passive recreation. The following improvements are permitted on the Conservation Parcel:

- (a) Fences, walls and gates, not to exceed four (4) feet in height;
- (b) Regulatory Signs;
- (c) Habitat enhancement devices such as birdhouses and bat houses;
- (d) Trails covered (if at all) by wood chips, gravel, or other highly porous surface;
- (e) Footbridges, wetland crossing structures, and lake access structures; and
- (f) An access drive, porous parking area, and utility improvements relating to access and parking.

Nothing herein shall be construed as creating an obligation upon Grantee to perform any act of construction or maintenance upon said property, with the exception of the maintenance of any improvements constructed on said property by Grantee. Each Grantee will be responsible for their own specific improvements.

The Grantor also establishes and creates for the benefit of the Grantee an Ingress/Egress Easement and a Right of Entry/Temporary Construction Easement as described on attached Exhibits "D" and "E", within that certain portion of the property legally described as the Conservation Parcel.

The Right of Entry/Temporary Construction Easement is for the purpose of constructing an access drive, trails, footbridges and/or wetland crossing structures, and shall expire one (1) year after the construction of the above described improvements or twenty (20) years from the

date of this agreement, whichever comes first.

4. Indemnification. To the extent permitted by law, Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, costs, or expenses (including attorney's fees) attributable to its negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising out of or resulting from the indemnifying party's negligent performance under this Easement. Nothing contained herein shall constitute a waiver of sovereign immunity of the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, or negligence of the other party.

5. Insurance. Grantee shall procure and maintain in full force and effect throughout the term of this Easement, general public liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in, or about each of the respective properties named in this Easement. Grantee's Insurance shall afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for any one occurrence, and to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for property damage for any improvement installed by Grantee upon the Grantor's property. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Easement. Such insurance shall provide that the same may not be cancelled without ten (10) day prior written notice to the other party and shall name the other party as an additional covered entity. Upon written request, Grantee shall, within ten (10) days, furnish proof of insurance to Grantor.

6. No Partnership. Nothing in this Easement shall be construed to make the parties partners or joint ventures or render either of them liable for the debts or obligations of the other.

7. Notices. All notices required or contemplated by this Easement will be in writing and will be delivered in person, overnight courier, or by United State certified mail, return receipt requested, addressed to the party to whom such notice is directed at the addresses set forth in the first paragraph of this Easement. By giving at least five (5) days prior written notice to the other party, any party to this Easement may change its address as set forth herein. Notice shall be deemed given when sent.

8. No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the property to the general public or for any public purposes, other than those expressly stated herein.

9. Authority of the Parties. Grantor hereby warrants to Grantee that Grantor has fee title to the Property subject to easements, reservations, restrictions, and rights-of-way of record, if any, and that Grantor has full power and authority to grant this Easement as to the Property.

10. Governing Law and Venue. This Easement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles or conflicts of laws thereof. The exclusive jurisdiction and venue for any action or dispute arising hereunder shall lie

in the appropriate court having jurisdiction in Lake County, Florida. Grantor and Grantee hereby irrevocably consent to such exclusive jurisdiction and venue.

11. Third Parties. All portions of this Easement are for the exclusive benefit of the parties, and their respective heirs, representatives, successors, and assigns and, except as otherwise provided for in this Easement, not for the benefit of any other person or entity. This Easement shall not be deemed to have conferred any rights, express or implied, upon any third party. Except as expressly provided herein, nothing in this Easement shall be construed to create any rights in or for the benefit of any third party.

12. Covenants Running with the Property. This Easement shall be binding, and shall inure to the burden and benefit of the parties, their heirs, representatives, successors, and assigns, and shall be a covenant running with the Property.

13. Recordation of Agreement. The parties hereto agree that this Agreement shall be recorded in the Official Records of Lake County, Florida, at Grantee's expense, within ten (10) business days after the Effective Date of this Agreement.

14. Severability. If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of the Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term or provision of this Easement shall be enforced to the fullest extent permitted by law.

15. Entire Agreement. This Easement sets forth the entire understanding between the parties with respect to the matters contained herein.

16. Counterparts. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

TO HAVE AND TO HOLD said Easement unto said Grantee, and its representatives, successors, and assigns forever.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed in its name the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

TOM HOFMEISTER

WITNESS

Print Name_____

WITNESS

Print Name_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by TOM HOFMEISTER.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

GRANTOR:

Signed, sealed and delivered
in the presence of:

DAWN HOFMEISTER

WITNESS

Print Name _____

WITNESS

Print Name _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by DAWN HOFMEISTER.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

GRANTEE:

CITY OF LEESBURG

By: _____
Jay Hurley, Mayor

ATTEST:

Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney

GRANTEE:

LAKE COUNTY, FLORIDA
through its Board of Count Commissioners

ATTEST:

Sean M. Parks, Chairman

This ____ day of _____, 2016.

Neil Kelly, Clerk of the Board of County
Commissioners of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney

EXHIBIT "A"
ENTIRE PROPERTY

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27, IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA.

Alternate Key(s): 1320305

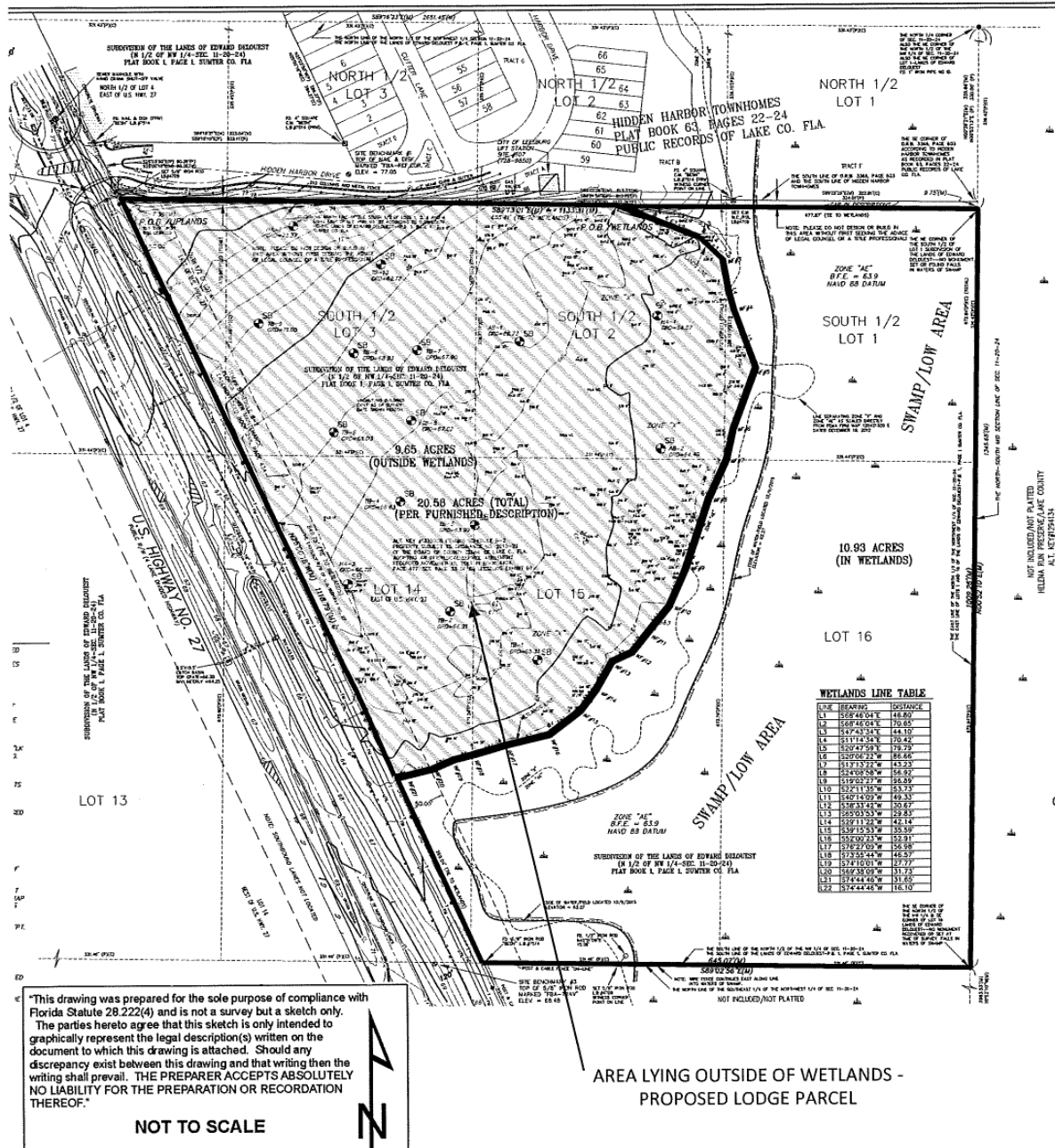
EXHIBIT "B" – PAGE 1 OF 2
LODGE PARCEL

LEGAL DESCRIPTION OF AREA LYING OUTSIDE OF WETLANDS:

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET; THENCE SOUTH 68°46'04" EAST 46.80 FEET; THENCE SOUTH 68°46'04" EAST 70.65 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.89 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.83 FEET; THENCE SOUTH 29°11'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'46" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE NORTH 25°00'18" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 849.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" – PAGE 2 OF 2
LODGE PARCEL



SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST

S:\Right of Way\Projects\CONSERVATION EASEMENTS\Elderfire Lodge\Elderfire – Lodge Area Sketch.pub

EXHIBIT "C" – PAGE 1 OF 2
CONSERVATION PARCEL

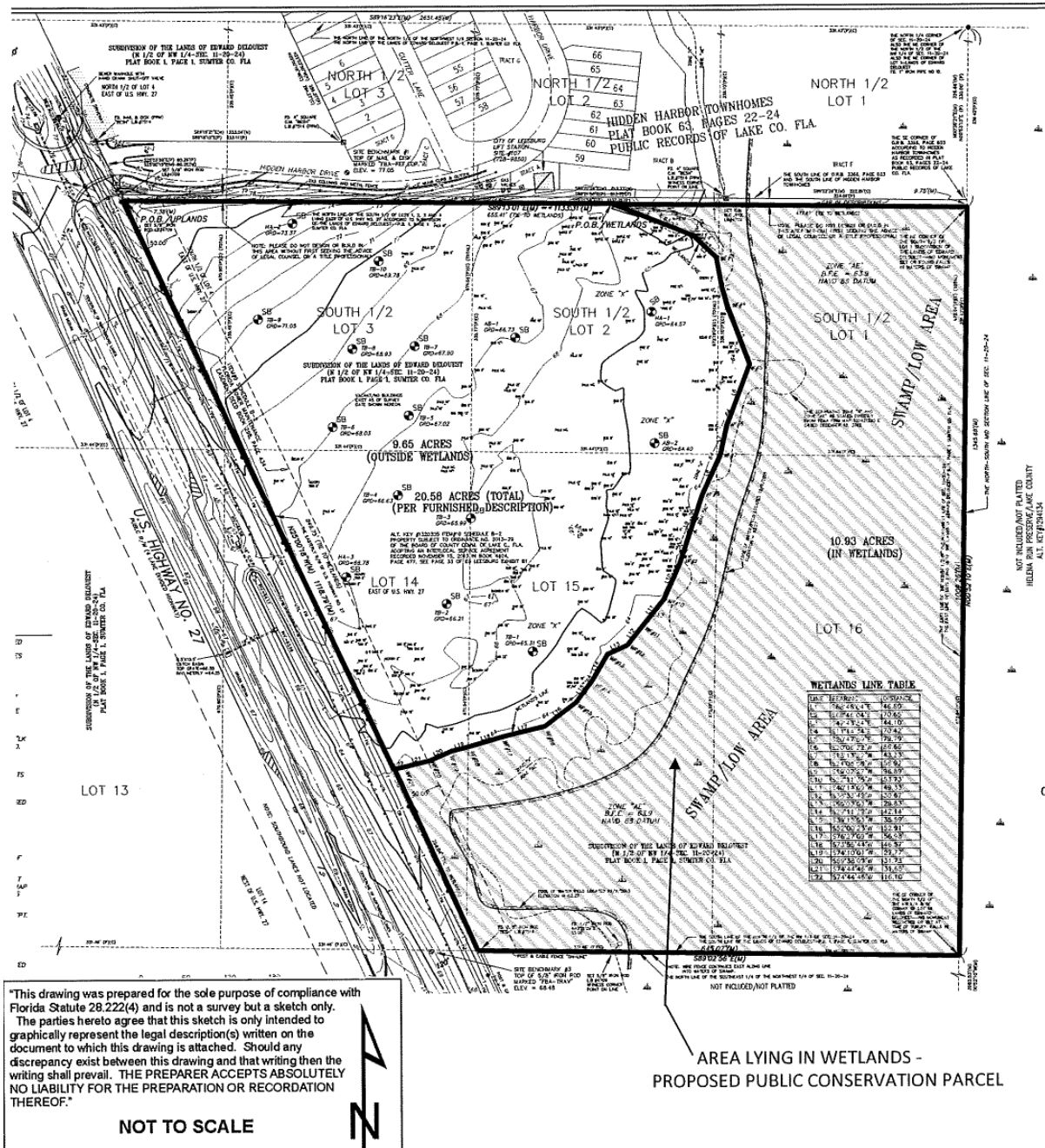
LEGAL DESCRIPTION OF AREA LYING IN WETLANDS:

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2 AND ALL OF LOTS 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 68°46'04" EAST 46.80 FEET; THENCE SOUTH 68°46'04" EAST 70.65 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.89 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.83 FEET; THENCE SOUTH 29°11'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'46" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTH 25°00'18" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 269.04 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LOT 15 OF EDWARD DELOUEST'S SUBDIVISION; THENCE SOUTH 89°02'56" EAST ALONG THE SOUTH LINE OF LOTS 15 AND 16 OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 645.07 FEET TO THE SOUTH EAST CORNER OF SAID LOT 16; THENCE NORTH 00°52'10" EAST ALONG THE EAST LINE OF LOT 16 AND ALONG THE EAST LINE OF LOT 1 OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 1009.26 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF LOT 1 OF EDWARD DELOUEST'S SUBDIVISION; THENCE NORTH 89°13'01" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 1 AND 2 A DISTANCE OF 477.87 FEET TO THE POINT OF BEGINNING.

S:\Right of Way\Projects\CONSERVATION EASEMENTS\Elderfire Lodge\Elderfire - Legal - Conservation area.docx

**EXHIBIT "C" – PAGE 2 OF 2
CONSERVATION PARCEL**



SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST

S:\Right of Way\Projects\CONSERVATION EASEMENTS\Elderfire Lodge\Elderfire -Conservation Easement Sketch.pub

EXHIBIT "D"

**SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)**

INGRESS/EGRESS EASEMENT

EXHIBIT "D"
SHEET 1 OF 2

RECIPROCAL ACCESS EASEMENT TO LAKE COUNTY

LEGAL DESCRIPTION:

THAT PART OF LOTS 14 AND 15 OF EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A SET 5/8" IRON ROD (IDENTIFICATION NUMBER LB4709) AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 25°00'18" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27, A DISTANCE OF 581.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 38°11'12" EAST 51.54 FEET; THENCE NORTH 65°14'44" EAST 37.54 FEET; THENCE SOUTH 25°12'29" EAST 208.14 FEET; THENCE SOUTH 12°51'11" EAST 51.56 FEET; THENCE SOUTH 25°12'29" EAST 337.73 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LOT 15 OF EDWARD DELOUEST'S SUBDIVISION; THENCE NORTH 89°02'56" WEST ALONG THE SOUTH LINE OF LOT 15, A DISTANCE OF 28.97 FEET; THENCE NORTH 25°12'29" WEST 327.78 FEET; THENCE NORTH 12°51'11" WEST 51.56 FEET; THENCE NORTH 25°12'29" WEST 111.55 FEET; THENCE NORTH 88°09'58" WEST 64.86 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE NORTH 25°00'18" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 41.50 FEET TO THE POINT OF BEGINNING.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS BASED ON FLORIDA GRID EAST ZONE. THE CONTROLLING MONUMENTS USED FOR THIS WERE "LK 227 2004" AND "LE 07" AS PUBLISHED BY THE LAKE CO. PUBLIC WORKS DEPARTMENT. (NAD 83/90 DATUM).
4. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

5/6/16
DATE

GEORGE W. FARNER, JR., PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4814



S:\SURVEY\NEW SURVEY\LAKE NON-VILLAGE PROJECT\20-24\SECTION 11 - ACCESS EASEMENT.dwg, 6/23/2016 9:29:11 AM, DWG 3110 Curved

EXHIBIT "D"

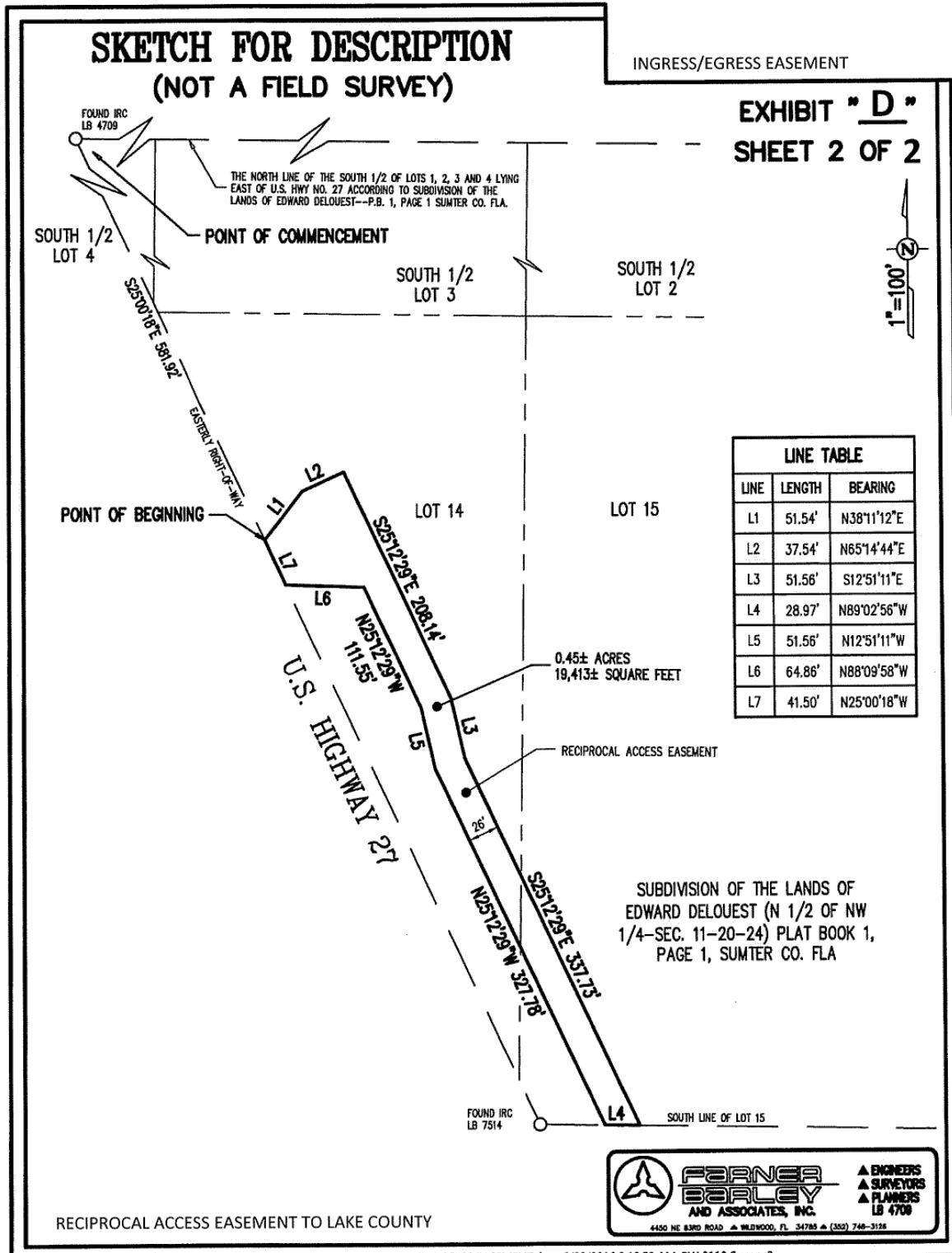


EXHIBIT "E"

**SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)**

RIGHT OF ENTRY/TEMPORARY
CONSTRUCTION EASEMENT

EXHIBIT "E"
SHEET 1 OF 2

R.O.E./CONSTRUCTION EASEMENT TO LAKE COUNTY

LEGAL DESCRIPTION:

THAT PART OF LOTS 14 AND 15 OF EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT A SET 5/8" IRON ROD (IDENTIFICATION NUMBER LB4709) AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 25°00'18" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27, A DISTANCE OF 1118.79 FEET TO A FOUND 5/8" IRON ROD (IDENTIFICATION NUMBER LB7514), SAID POINT BEING ON THE SOUTH LINE OF THE AFOREMENTIONED LOT 15 OF EDWARD DELOUEST'S SUBDIVISION; THENCE SOUTH 89°02'56" EAST ALONG THE SOUTH LINE OF LOT 15, A DISTANCE OF 40.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 25°12'29" WEST 301.88 FEET; THENCE NORTH 64°47'31" EAST 50.00 FEET; THENCE SOUTH 25°12'29" EAST 326.44 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LOT 15; THENCE NORTH 89°02'56" WEST ALONG THE SOUTH LINE OF LOT 15, A DISTANCE OF 55.71 FEET TO THE POINT OF BEGINNING.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS BASED ON FLORIDA GRID EAST ZONE. THE CONTROLLING MONUMENTS USED FOR THIS WERE "LK 227 2004" AND "LE 07" AS PUBLISHED BY THE LAKE CO. PUBLIC WORKS DEPARTMENT. (NAD 83/90 DATUM).
4. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

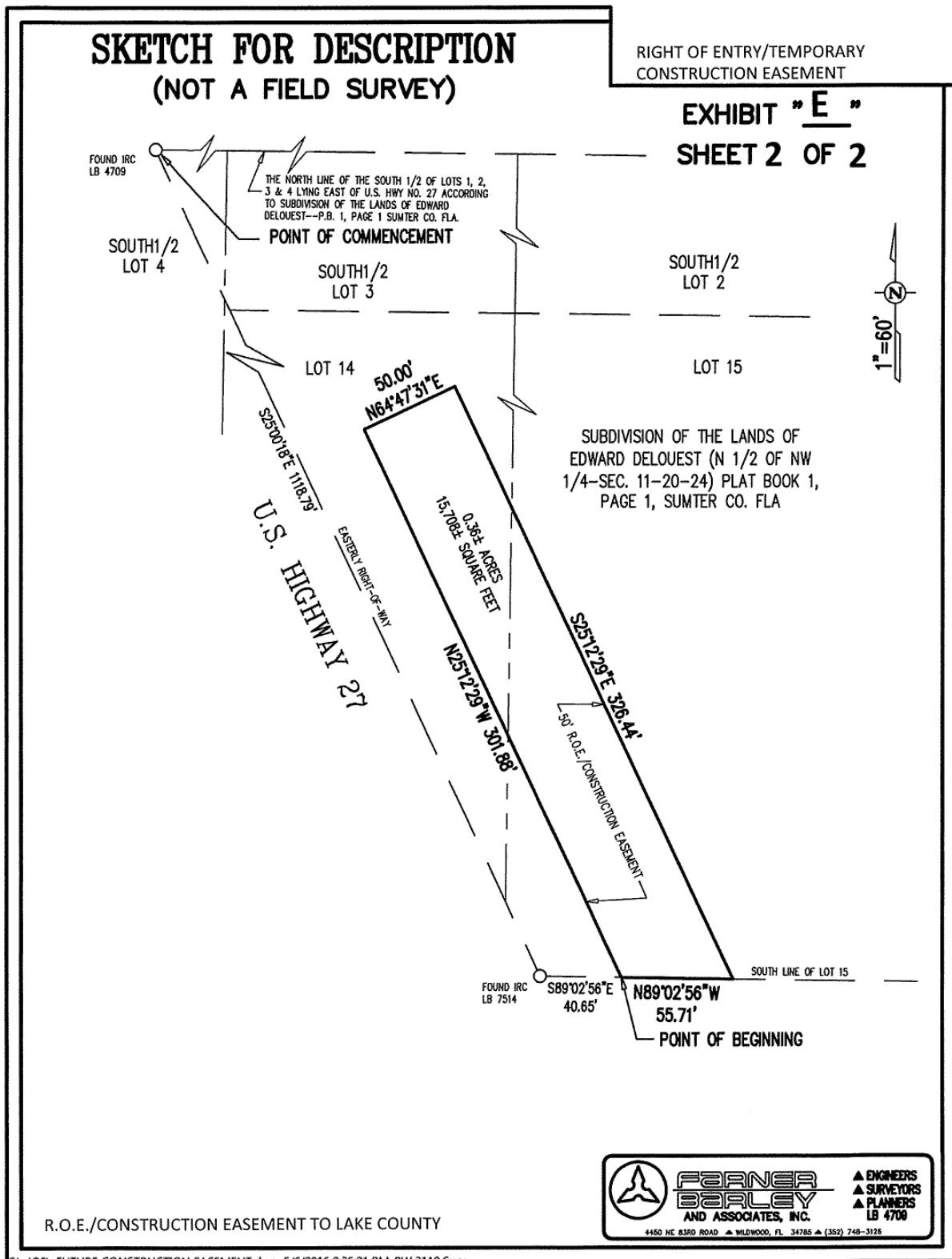
5/6/16
DATE


GEORGE W. FARNIER, JR., PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4614



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EXHIBIT "E"



SA:\JOB_FUTURE CONSTRUCTION EASEMENT.dwg, 5/6/2016 2:35:31 PM, BW-3110 C.m



AGENDA MEMORANDUM

Item No: 5.C.6.

Meeting Date: July 25, 2016

From: DC Maudlin, Director of Public Works

Subject: Resolution accepting and approving a sidewalk easement from First Baptist Church of Leesburg Inc. for property located in the vicinity of 13th Street and High Street, Leesburg, Florida

Staff Recommendation:

Staff recommends approving the Resolution accepting the Public Sidewalk Easement from First Baptist Church of Leesburg, Inc. to the City of Leesburg, Florida, for property located in a portion of Lot #1, block 12 and a portion of High Street and 13th Street, City of Leesburg, Florida according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

Analysis:

First Baptist Church of Leesburg, Inc. is granting a Public Sidewalk Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement and improvement of a public sidewalk.

Options:

1. Adopt the resolution accepting the Public Sidewalk Easement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 7/20/2016 3:15 PM

Department: <u>Public Works</u> Prepared by: <u>Laurie Franchi</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u>X</u> Dates: <u> </u> Attorney Review: Yes <u>X</u> No <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING AND APPROVING A
PUBLIC SIDEWALK EASEMENT FROM FIRST BAPTIST
CHURCH OF LEESBURG INC. TO THE CITY OF LEESBURG,
FLORIDA FOR PROPERTY LOCATED IN THE VICINITY OF
13TH STREET AND HIGH STREET, LEESBURG, FLORIDA;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with First Baptist Church of Leesburg, Inc. whose address 220 North 13th Street, Leesburg, FL 34748 for A Public Sidewalk Easement for property located in a portion of Lot #1, block 12 and a portion of High Street and 13th Street, City of Leesburg, Florida according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 5th day of JULY, 2016, by **FIRST BAPTIST CHURCH OF LEESBURG, INC.**, whose address is 220 North 13th Street, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of a public sidewalk. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

SCHEDULE "A"

EXHIBIT "A" TO SIDEWALK EASEMENT

DESCRIPTION :

A portion of Lot 1, Block 12 and a portion of High Street and 13 th Street, City of Leesburg, Florida according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida, being more particularly described as follows:

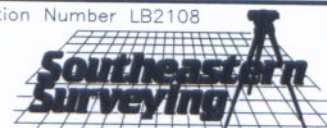
Commence at the Northeast corner of Lot 1, Block 12, City of Leesburg, Florida according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida; thence South 00°43'49" West, a distance of 17.89 feet, along the East line of said Lot 1, Block 12, to the POINT OF BEGINNING; thence leaving said East line North 89°16'11" West, a distance of 43.54 feet; thence North 00°27'25" East, a distance of 24.51 feet; thence South 88°11'16" East, a distance of 44.18 feet to a point of curvature of a curve concave Southerly, having a radius of 10.00 feet and a central angle of 36°33'25"; thence Easterly along the arc of said curve a distance of 6.38 feet point of tangency of said curve; thence South 51°37'51" East, a distance of 2.40 feet to a point of curvature of a curve concave Southwesterly, having a radius of 3.00 feet and a central angle of 40°36'39"; thence Southeasterly along the arc of said curve a distance of 2.13 feet to a point of compound curvature of a curve concave Westerly, having a radius of 33.00 feet and a central angle of 10°42'56"; thence Southerly along the arc of said curve a distance of 6.17 feet to the point of tangency of said curve; thence South 00°18'16" East, a distance of 6.95 feet; thence South 01°30'16" West, a distance of 5.29 feet; thence North 89°16'11" West, a distance of 10.18 feet to the POINT OF BEGINNING.

Containing 1272 square feet, more or less.

SURVEYOR'S REPORT :

1. Bearings shown hereon are based on the East line of Lot 1, Block 12, City of Leesburg, Florida according to the plat thereof recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida being S 00°43'49" W assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

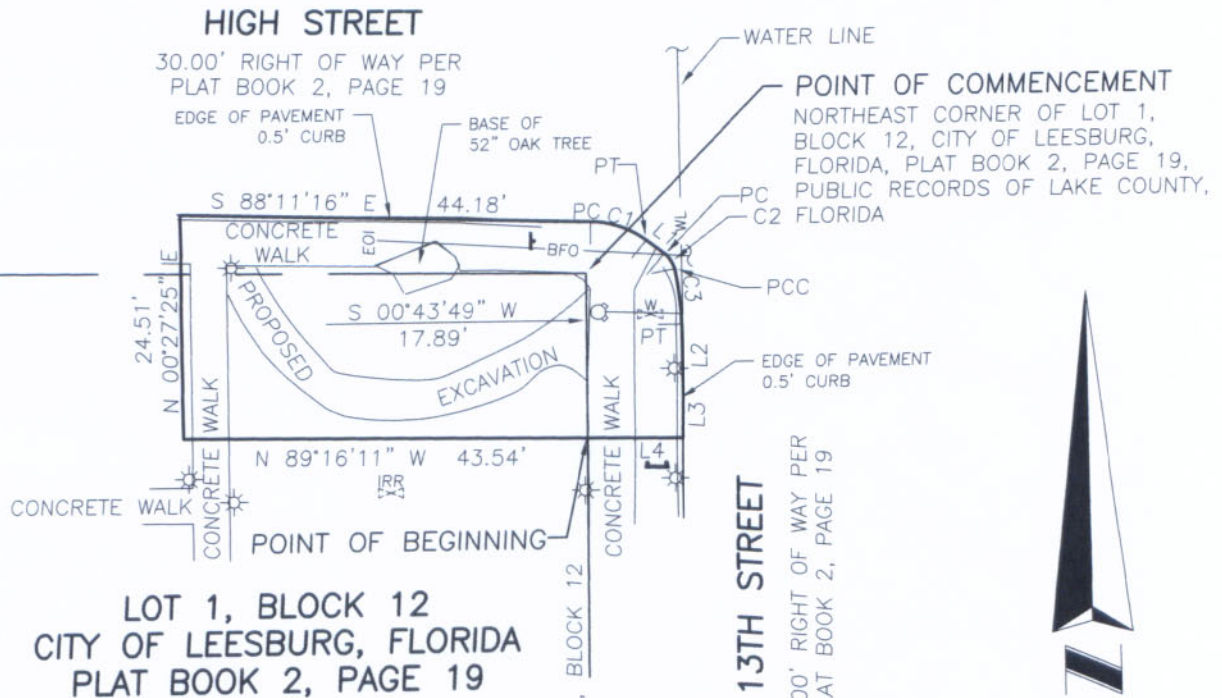
NOT VALID WITHOUT SHEET 2

DESCRIPTION FOR CITY OF LEESBURG, FLORIDA	Date: JUNE 16, 2016 KR		Certification Number LB2108 60397002
	Job Number: 60397	Scale: 1" = 20'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791			

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 51°37'51" E	2.40'
L2	S 00°18'16" E	6.95'
L3	S 01°30'16" W	5.29'
L4	N 89°16'11" W	10.18'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	10.00'	36°33'25"	6.38'	S 69°54'33" E	6.27'
C2	3.00'	40°36'39"	2.13'	S 31°19'31" E	2.08'
C3	33.00'	10°42'56"	6.17'	S 05°39'44" E	6.16'



Drawing No. 60397002
Job No. 60397
Date: JUNE 16, 2016
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

WITNESSES (two required)

GRANTOR: FIRST BAPTIST CHURCH OF
LEESBURG, INC.

Paula Anderson
Paula Anderson
(Type or print name of Witness)

Abby Mathanson
Abby Mathanson
(Type or print name of witness)

BY: Art A. Ayris
GARY TEAGUE, President

ART AYRIS - Vice-President.

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared ART AYRIS VICE-
of First Baptist Church of Leesburg, Inc., who acknowledged before me that he executed this instrument
on the 5th day of JULY, 2016, and who was either ☒ personally known
to me, or who ☐ produced _____
as identification.

Karen A. Gardiner
NOTARY PUBLIC

KAREN A. GARDINER
Type or print name of Notary

FF036169
Commission Number

October 27, 2017
Commission expiration date





AGENDA MEMORANDUM

Item No: 5.C.7.

Meeting Date: July 25, 2016

From: Brandy McDaniel, Budget Manager

Subject: Resolution authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2016-17 to the Lake County Property Appraiser

Staff Recommendation:

Staff recommends authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2016-17 to the Lake County Property Appraiser, establishing a tentative millage rate based upon one of the options listed below.

Analysis:

TRIM guidelines require the City Commission to determine the "tentative millage rate" in July of each year. This is a rate representing the maximum millage rate that may be adopted by the Commission at the end of the budget process. The Commission has the ability to adopt a "final millage rate" lower than the tentative rate, but not higher. The final millage rate will be adopted in September, at the conclusion of the budget process. The current rate adopted millage rate is 4.2678 mills.

Options:

The City Commission may adopt a tentative rate up to 7.6438 mills by simple majority vote. It may adopt a rate between 7.6438 and 8.4082 (the maximum), by a 2/3 vote (4 of 5 commissioners approving). Options 1, 2, 4, 5, and 6 below are all straight from the TRIM guidelines. Option 3 is shown so you will know what happens if you simply add 1 mill to the current rate.

1. Adopt a tentative millage rate of 4.2678 mills; or,
2. Such alternative action as the City Commission deems appropriate.

Millage Rate Options:	Adjusted Taxable Value		Millage Rate per \$1,000		Gross Ad Valorem Proceeds	Budget %	Tentative Budgeted Ad Valorem Proceeds	Prior Year Budgeted Ad Valorem Proceeds	Change	Vote Required
1. Current:	1,183,332,303	X	4.2678	=	5,050,225	95%	4,797,714	4,638,178	\$ 159,536	Majority
2. Rolled Back Rate:	1,183,332,303	X	4.2334	=	5,009,519	95%	4,759,043	4,638,178	\$ 120,865	Majority
3. Current + 1 Mill:	1,183,332,303	X	5.2678	=	6,233,558	95%	5,921,880	4,638,178	\$1,283,702	Majority
4. Per Capita Income Adj Rate:	1,183,332,303	X	7.6438	=	9,045,155	95%	8,592,897	4,638,178	\$3,954,720	Majority
5. Maximum Millage Rate:	1,183,332,303	X	8.4082	=	9,949,695	95%	9,452,210	4,638,178	\$4,814,032	2/3 vote*

*(requires 4/5 vote)

Fiscal Impact:

Adoption of the previous years' millage rate will result in ad valorem proceeds of \$4,797,714, of which the General Fund keeps \$4,538,806 due to \$258,908 going to the CRA's. This is an increase of \$94,062, or 2.1% from the previous year's proceeds of \$4,638,178, of which the General Fund kept \$4,444,744. Any other rate must be multiplied by the Adjusted Taxable Value and then by .95 to determine the ad valorem proceeds that may be budgeted.

Submission Date and Time: 7/20/2016 3:15 PM

Department: <u>Finance</u> Prepared by: <u>Brandy McDaniel</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u>X</u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u>001-0000-311.01-00,</u> <u>016-0000-311-0100,017-0000-311-0100,</u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER
TO EXECUTE AND SUBMIT THE CERTIFICATION OF
TAXABLE VALUE FOR FISCAL YEAR 2016-17 TO THE LAKE
COUNTY PROPERTY APPRAISER; AND PROVIDING AN
EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City Manager is hereby authorized to execute the "Certification of
Taxable Value for Fiscal Year 2016-17" with a tentative millage rate of 4.2678 mills and
submit the same to the Lake County Property Appraiser, whose address is P. O. Box 1027,
Tavares, Florida 32778.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5.C.8.

Meeting Date: July 25, 2016

From: Al Minner, City Manager

Subject: Approval of the creation of a Senior Code Enforcement Officer (Police Department) position by reclassifying a current Code Enforcement Officer position

Staff Recommendation:

Approval of the attached resolution creating a Senior Code Enforcement Officer (Police Department) position, by reclassifying a current Code Enforcement Officer position.

Analysis:

The Police department currently has two Code Enforcement Officer positions, one of these positions would be reclassified to a Senior Code Enforcement Officer. This Senior Code Enforcement Officer will be able to supervise the day to day operations. This reclass was discussed at the Budget Workshop July 14, 2016. It is critical to get this position in place in the current fiscal year.

Options:

1. Approve the resolution as attached, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This reclass was not included in the current budget. The estimated cost for reclassifying this position in the current year is less than \$1,000.

Submission Date and Time: 7/20/2016 3:15 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-2111-521-1210</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER
TO CREATE A SENIOR CODE ENFORCEMENT OFFICER
(POLICE DEPARTMENT) POSITION BY RECLASSIFYING A
CURRENT CODE ENFORCEMENT OFFICER; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City Manager is hereby authorized to create a Senior Code Enforcement Officer by reclassifying a current Code Enforcement Officer position.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of July 2016.

Mayor

ATTEST:

City Clerk



City of Leesburg
Revision Date: 7/6/2016

Police Department Senior Code Enforcement Officer

Pay Grade: 123
Hourly Min. \$15.69 **Hourly Max.** \$24.92
Annual Min. \$32,635.20 **Annual Max.** \$51,833.60

MINIMUM REQUIREMENTS:

Requires good team leadership and worker. High School Diploma or GED and formal training, special courses, or self-education equivalent to satisfactory completion of one year of college education or specialized advanced training in code enforcement, or a closely related field. Requires four (4) years or more experience in code enforcement or law enforcement.

LICENSE/CERTIFICATES:

Requires a valid State of Florida driver license and satisfactory driving record as a condition of initial and continued employment. Must possess or successfully obtain Level I and Level II Certification from the Florida Association of Code Enforcement (FACE) within the first year of employment. Must possess or successfully complete ICS 100, 200 and 700 within the first year of employment.

SELECTION FACTORS:

Nature of Work:

This is a specialized team leader class that is complaint driven as well as involves proactivity in investigating and enforcing codes and ordinances. Class investigates a wide spectrum of potential regulatory violations, both from the field as well as the office; verifies compliance or non-compliance and drafts and delivers legal notices. Duties include providing assistance and education for the public regarding ordinance compliance requirements. Class prepares and presents findings before a Special Magistrate. Class is responsible for the daily supervision of the Code Enforcement Section and its processes. Class reports to the Support Services Commander or their designee.

Essential Job Function

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

- Courteous and competent communications skills to include all oral and written communication.
- Performs coordinating work involving guidelines and rules but solves problems constantly.
- Ability to work independently as well as a good team leader and worker.
- Counsels or instructs others through explanation, demonstration, and supervised practice.
- Proficiency in computer usage.
- Guides others, making frequent decisions affecting the individual, coworkers, and others that depend on the service or product.
- Ability to document and collect evidence.
- Maintains files; extracts and summarizes information; provides information to internal or external agencies as required; coordinates with other staff, departments, or outside agencies.
- Maintains a current and applicable working knowledge of laws, codes and related ordinances.
- Ability to properly utilize a two-way radio.
- Maintain a professional appearance at all times.
- Other duties as required.

EXAMPLES OF MACHINES, TOOLS OR EQUIPMENT USED:

Handles or uses computers, radio, telephones, and motor vehicles. Also utilizes various publications to include Florida State Statutes and Code of Ordinances.

SUPERVISION RECEIVED:

Support Services Commander.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

PHYSICAL AND DEXTERITY REQUIREMENTS: Physical and dexterity refers to the requirement for physical exertion and coordination of limb and body movement.

Requires sedentary work that involves walking or standing some of the time, exerting up to 10 pounds of force on a regular and recurring basis, and sustained keyboard operations.

ENVIRONMENTAL HAZARDS: Environmental hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

The job risks exposure to no environmental hazards.

SENSORY REQUIREMENTS: Sensory ability refers to hearing, sight, touch, taste, and smell required by the job.

The job requires normal visual acuity and field of vision, hearing, speaking, and color, depth, and texture perception.

ADA COMPLIANCE

The City of Leesburg is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

SPECIAL PROVISIONS:

Residency Requirement: Must live within a 20-mile radius of the intersection of Main Street and 14th Street, Leesburg, Florida within 15 months of employment. (employee initials)

Assigned City Vehicle: Yes x No

Exempt: Non-Exempt:

Department Head (Print)

Signature

Date

Supervisor (Print)

Signature

Date

**Human Resource Director
(Print)**

Signature

Date

I acknowledge receipt of a copy of this job description. I understand that I am responsible for performing the duties listed here as well as other duties assigned by my supervisor or higher-level manager. My signature does not mean that I necessarily agree with this document, only that I was given a copy and advised of my job duties and responsibilities.

Employee Signature

Name (Printed)

Date



AGENDA MEMORANDUM

Item No: 6A.

Meeting Date: July 25, 2016

From: Michael Rankin, Deputy City Manager;
Adrian Parker, CPM, CFM, Development Review Coordinator

Subject: Chapter 10.5 Ordinance Amendment

Staff Recommendation:

Staff recommends approval of the Ordinance changes to remain compliant with National Floodplain Insurance Program requirements.

Analysis:

The City of Leesburg is in compliance with the National Floodplain Insurance Program (NFIP) with our current ordinance. Due to staff changes and the responsibilities of the Floodplain Manager being moved to the Community Development Department it is required that we reflect this in our current Code of Ordinances. Other minor grammatical changes and references have been added so that the code matches the Federal Regulations more precisely.

Options:

1. Accept the Ordinance Amendment; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact.

Submission Date and Time: 7/20/2016 3:16 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 10.5 OF THE CODE OF ORDINANCES DEALING WITH FLOOD DAMAGE PREVENTION AND PROTECTION; UPDATING LANGUAGE TO CONFORM TO CURRENT STATE AND FEDERAL STANDARDS; ASSIGNING THE POSITION OF FLOOD PLAIN ADMINISTRATOR TO THE CITY'S DEPUTY CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR; MODIFYING STANDARDS FOR DETERMINING LOWEST PERMITTED FLOOR ELEVATION OF STRUCTURES; REQUIRING RETENTION AREAS TO RETAIN 100 PERCENT OF A 100 YEAR FLOOD EVENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§10.5-4 of the Code of Ordinances is amended to read:

Sec. 10.5-4. - Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the latest edition of the standard that is referenced by the Florida Building Code.

§10.5-5 of the Code of Ordinances is amended to read:

Sec. 10.5-5. - Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps (FIRM) and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use or future use is implied or expressed by compliance with this chapter.

§10.5-41 of the Code is amended to read:

Sec. 10.5-41. - Designation.

The Deputy City Manager / Community Development Director or his or her designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees. The Building Official is designated as the authority for enforcement of buildings and structures subject to the Florida Building Code.

§10.5-82 of the Code is amended to read:

Sec. 10.5-82. - Information in flood hazard areas without base flood elevations (approximate zone A).

Where flood hazard areas are delineated on the FIRM, and base flood elevation data has not been provided, the floodplain administrator shall:

- (1) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source; or
- (2) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, require the applicant to develop base flood elevation data prepared in accordance with currently accepted engineering practices
- (3) Where the base flood elevation and floodway data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

§10.5-104 of the Code is amended to read:

Sec. 10.5-104. - Buildings, structures, and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building or structure exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

§10.5-105 of the Code is amended to read:

Sec. 10.5-105. - Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; such certifications and documentations shall be prepared as specified in section 10.5-84.

§10.5-191 of the Code is amended to read:

Sec. 10.5-191. - Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (4) All designed retention areas have the capacity to retain 100% of the 100 year flood event.

§10.5-192 of the Code is amended to read:

Sec. 10.5-192. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on subdivision construction site plans and final plats;
- (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 10.5-82; and
- (3) Compliance with the site improvement and utilities requirements of section 10.5-203.

§10.5-232 of the Code is amended to read:

Sec. 10.5-232. - Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance [with] the foundation requirements of the Florida Building Code, Residential Section R322 and this chapter.

§10.5-236 of the Code is amended to read:

Sec. 10.5-236. - Elevation requirement for existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 10.5-235, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that the Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322(zone A).

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

Chapter 10.5 - FLOOD DAMAGE PREVENTION AND PROTECTION

FOOTNOTE(S):

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Editor's note— Ord. No. 12-59, § 2, adopted Sept. 10, 2012, repealed Ch. 10.5 and enacted a new chapter as set out herein. The former Ch. 10.5, §§ 10.5-1—10.5-7, pertained to similar subject matter and derived from Ord. No. 87-14, § 1, adopted March 23, 1987.

ARTICLE I. - ADMINISTRATION

DIVISION 1. - GENERALLY

Sec. 10.5-1. - Title.

These regulations shall be known as the Floodplain Management Ordinance of the City of Leesburg, hereinafter referred to as "this chapter."

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-2. - Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-3. - Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-4. - Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the latest edition of the standard that is referenced by the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-5. - Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps (FIRM) and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use or future use is implied or expressed by compliance with this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-6. - Disclaimer of liability.

This chapter shall not create liability on the part of the city commission of the City of Leesburg or any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-7—10.5-20. - Reserved.

DIVISION 2. - APPLICABILITY

Sec. 10.5-21. - Generally.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-22. - Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the City of Leesburg, as established in section 10.5-23.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-23. - Basis for establishing flood hazard areas.

The Flood Insurance Study for Lake County, Florida and Incorporated Areas dated December 18, 2012, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Leesburg.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-24. - Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to division 5 of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-25. - Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-26. - Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, and the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-27. - Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-28—10.5-40. - Reserved.

DIVISION 3. - DUTIES AND POWERS OF THE FLOODPLAIN ADMINSTRATOR

Sec. 10.5-41. - Designation.

The Land Development Manager or their designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees. The building official is designated as the authority for enforcement of buildings and structures subject to the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-42. - Generally.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to division 7 of this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-43. - Applications and permits.

The floodplain administrator, in coordination with the building official and with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the building official to ensure that applications, plan reviews and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-44. - Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the building official, in coordination with the floodplain administrator, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-45. - Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to division 7 of this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-46. - Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-47. - Inspections.

The floodplain administrator shall make the required inspections as specified in division 6 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-48. - Other duties of the floodplain administrator.

The floodplain administrator in coordination with the building official shall have other duties, including but not limited to:

- (1) The building official shall establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 10.5-44
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available;

- (4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Leesburg are modified.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-49. - Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the City of Leesburg.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-50—10.5-60. - Reserved.

DIVISION 4. - PERMITS

Sec. 10.5-61. - Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-62. - Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-63. - Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the

following buildings, structures and facilities that are exempt from the Florida Building Code, and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-64. - Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in division 5 of this article.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-65. - Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-66. - Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-67. - Suspension or revocation.

The floodplain administrator, is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-68. - Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The St. Johns Water Management District, F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems, F.S. § 381.0065 and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit, F.S. § 161.055.
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers, Section 404 of the Clean Water Act.

(Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-69—10.5-80. - Reserved.

DIVISION 5. - SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 10.5-81. - Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where flood hazard areas, base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 10.5-82
- (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 10.5-82(1) or (2).
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator, in coordination with the building official, is authorized to waive the submission of site plans, construction documents, and other data not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-82. - Information in flood hazard areas without base flood elevations (approximate zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data has not been provided, the floodplain administrator shall:

- (1) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source; or
- (2) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, require the applicant to develop base flood elevation data prepared in accordance with currently accepted engineering practices
- (3) Where the base flood elevation and floodway data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-83. - Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 10.5-84 and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, a floodway encroachment analysis which demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or

relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 10.5-84

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-84. - Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-85—10.5-100. - Reserved.

DIVISION 6. - INSPECTIONS

Sec. 10.5-101. - Generally.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-102. - Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-103. - Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-104. - Buildings, structures, and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building or structure exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-105. - Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; such certifications and documentations shall be prepared as specified in section 10.5-84.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-106. - Manufactured homes.

The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the building official.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-107—10.5-120. - Reserved.

DIVISION 7. - VARIANCES AND APPEALS

Sec. 10.5-121. - Generally.

The city planning commission shall hear and decide on requests for appeals and requests for variances from the strict application of the requirements of this chapter. Pursuant to F.S. § 553.17(6), the city planning commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-122. - Appeals.

The city planning commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of city planning commission may appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-123. - Limitations on authority to grant variances.

The city planning commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 10.5-127, the conditions of issuance set forth in section 10.5-128, and the comments and recommendations of the floodplain administrator and the building official. The city planning commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-124. - Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 10.5-83.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-125. - Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code unless such variance is approved by the historic preservation board and the city planning commission.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-126. - Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 10.5-124, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-127. - Considerations for issuance of variances.

In reviewing requests for variances, the planning commission shall consider all technical evaluations, all relevant factors, and all other applicable provisions of the Florida Building Code, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-128. - Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the city planning commission that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-129—10.5-140. - Reserved.

DIVISION 8. - VIOLATIONS

Sec. 10.5-141. - Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit or that does not fully comply with this chapter shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-142. - Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-143. - Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-144—10.5-160. - Reserved.

ARTICLE II. - DEFINITIONS

Sec. 10.5-161. - Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-162. - Terms defined in the Florida Building Code.

Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-163. - Terms not defined.

Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-164. - Definitions.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one (1) percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood." (Also defined in FBC, B, Section 1612.2.)

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section 1612.2.)

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, Section 1612.2.)

Design flood. The flood associated with the greater of the following two areas (also defined in FBC, B, Section 1612.2):

- (1) Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. (Also defined in FBC, B, Section 1612.2.)

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced on or before July 9, 1985. (Also defined in FBC, B, Section 1612.2.)

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or before July 9, 1985.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from (also defined in FBC, B, Section 1612.2):

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in FBC, B, Section 1612.2.)

Flood hazard area. The greater of the following two areas (also defined in FBC, B, Section 1612.2):

- (1) The area within a floodplain subject to a one (1) percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (Also defined in FBC, B, Section 1612.2.)

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section 1612.2.)

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. (Also defined in FBC, B, Section 1612.2.)

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 CFR 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds gross vehicular weight rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the Florida Building Code or ASCE 24. (Also defined in FBC, B, Section 1612.2.)

Manufactured home. A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." (Also defined in 15C-1.0101, F.A.C.)

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 9, 1985, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 9, 1985.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in 15C-1.0101, F.A.C.)

Recreational vehicle. A vehicle, including a park trailer, which is (defined in F.S. § 320.01(b)):

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. (Also defined in FBC, B Section 1612.2.)

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building

(including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in FBC, B Section 1612.2.)

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceeds fifty (50) percent of the market value of the building or structure before the damage occurred. (Also defined in FBC, B Section 1612.2.)

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either (also defined in FBC, B, Section 1612.2):

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to division 7 of this article.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-165—10.5-180. - Reserved.

ARTICLE III. - FLOOD RESISTANT DEVELOPMENT

DIVISION 1. - BUILDINGS AND STRUCTURES

Sec. 10.5-181. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 10.5-63, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of division 7 of this article.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-182—10.5-190. - Reserved.

DIVISION 2. - SUBDIVISIONS

Sec. 10.5-191. - Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (4) All designed retention areas have the capacity to retain 100% of the 100 year flood event

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-192. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on subdivision construction site plans and final plats;
- (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 10.5-82; and
- (3) Compliance with the site improvement and utilities requirements of section 10.5-203

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-193—10.5-200. - Reserved.

DIVISION 3. - SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 10.5-201. - Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-202. - Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-203. - Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-204. - Limitations on sites in regulatory floodways.

Development, site improvements, and land disturbing activity involving fill or regrading shall not be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 10.5-83(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-205. - Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures, fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-206—10.5-230. - Reserved.

DIVISION 4. - MANUFACTURED HOMES

Sec. 10.5-231. - Generally.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-232. - Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance [with] the foundation requirements of the Florida Building Code, Residential Section R322 and this chapter.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-233. - Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-234. - Elevation.

Manufactured homes that are placed, replaced, or substantially improved shall comply with section 10.5-235 or section 10.5-236, as applicable.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-235. - General elevation requirement.

Unless subject to the requirements of section 10.5-236, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322 (zone A).

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-236. - Elevation requirement for existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 10.5-235, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that the Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322(zone A) (Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-237. - Enclosures.

Fully enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-238. - Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-239—10.5-250. - Reserved.

DIVISION 5. - RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 10.5-251. - Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than one hundred eighty (180) consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-252. - Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 10.5-251 for temporary placement shall meet the requirements of division 4 of this article for manufactured homes.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-253. - Interpretation of division.

Nothing in this division 5 shall be interpreted to allow recreational vehicles or park models trailers in the City of Leesburg unless expressly authorized by another provision of the City Code.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-254—10.5-270. - Reserved.

DIVISION 6. - TANKS

Sec. 10.5-271. - Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-272. - Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 10.5-273 shall be permitted provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-273. - Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-274. - Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Secs. 10.5-275—10.5-280. - Reserved.

DIVISION 7. - OTHER DEVELOPMENT

Sec. 10.5-281. - General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of section 10.5-204 if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-282. - Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 10.5-204.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-283. - Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 10.5-204.

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)

Sec. 10.5-284. - Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 10.5-204. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 10.5-83(3).

(Ord. No. 12-59, § 2, 9-10-12; Ord. No. 12-77, § 2, 12-10-12)



AGENDA MEMORANDUM

Item No: 6B.

Meeting Date: July 25, 2016

From: Dan Miller, Planning & Zoning Manager
Jim Hardy, Building Division Manager

Subject: Generator Ordinance

Staff Recommendation

Staff recommends approval of the attached ordinance creating Section 7-170 of the City of Leesburg Code of Ordinances, which requires energized electrical power connection to residential units, and prohibits the use of generators for day to day electrical power.

Analysis

Code Enforcement Division of the Police Department has found repeated unsafe conditions of gasoline powered generator use for day-to-day power of appliances and homes. The use of generators presents two specific problems. First, an issue of life safety from carbon monoxide laded exhaust fumes, and second, a noise issue for surrounding properties. Members of Code Enforcement Division staff have requested an amendment to allow them to appropriately deal with these issues.

Options:

1. Approve the ordinance as presented.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

No fiscal impact is expected as a result of this proposal.

Submission Date and Time: 7/20/2016 3:16 PM

Department: <u>Comm Dev.</u>	Reviewed by: Dept. Head _____	Account No. _____
Prepared by: <u>DM</u>	Finance Dept. _____	Project No. _____
Attachments: Yes _____ No _____	Deputy C.M. _____	WF No. _____
Advertised: <u>Not Required</u>	<u>mwr</u>	Budget _____
Dates: _____	Submitted by: _____	Available _____
Attorney Review : Yes _____ No _____	City Manager _____	
Revised 6/10/04		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING §7-170 OF THE LEESBURG CODE, REQUIRING THAT ELECTRICAL POWER BE CONNECTED TO ANY RESIDENTIAL DWELLING UNIT, AND ENERGIZED, AS A PREREQUISITE TO OCCUPANCY OF A DWELLING UNIT; PROHIBITING THE USE OF GENERATORS TO PROVIDE ELECTRICITY TO A DWELLING UNIT EXCEPT IN TIMES WHEN ELECTRICAL POWER FROM A UTILITY PROVIDER IS UNAVAILABLE DUE TO AN OUTAGE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby created to read as set forth below:

Sec. 7-170. Electric Power Required for Occupancy.

- (A) Before any residential dwelling unit may be occupied, it must be connected to a permanent source of electrical power, either from an established utility providing electrical power, or a duly permitted, properly installed, and fully functioning, on site solar energy system serving the dwelling unit, and the utility or solar system must be providing electrical power to the dwelling unit continuously during any period the dwelling unit is occupied, other than periods of power outage, except as provided in subsection (B) of this Ordinance. Dwelling units obtaining electrical power from an on-site solar energy system must be connected to an electrical utility service to serve as a backup in the event the solar energy system becomes inoperable for any reason. Under no circumstances shall a generator be used to provide electrical power to an occupied dwelling unit, except during periods when electrical power is temporarily unavailable from the electrical utility service provider due to storms, damage to utility infrastructure, or other types of power outages. As soon as power is restored, use of a generator shall cease.
- (B) Notwithstanding subsection (A), a permanently installed generator serving a single family dwelling unit may be operated for brief intervals, either for testing, or to comply with manufacturer's recommendations pertaining to periodic operations, but shall not be used as a primary source of electrical power for the dwelling unit unless one of the exceptions in subsection (A) apply. A generator may also be utilized to supply electrical power to dwelling units where (i) no electrical utility service is available, or (ii) the dwelling unit is being rehabilitated and is not occupied while the generator is in use.

SECTION II.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION III.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk